

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

**BEFORE THE COURT-APPOINTED REFEREE
IN RE THE HOME INSURANCE COMPANY IN LIQUIDATION
DISPUTED CLAIMS DOCKET**

In Re Liquidator Number: 2008-HICIL-37
Proof of Claim Number: CLMN 703351-01
Claimant Name: John A. Hubbard
Insured or Reinsured Name: Carl Weissman & Sons, Inc.

**INDEX OF EXHIBITS TO LIQUIDATOR'S
SECTION 15 SUBMISSION**

1. Proof of Claim CLMN703351 submitted by John Hubbard (without exhibits) dated June 7, 2004
2. Liquidator's Notice of Redetermination dated March 31, 2008
3. The Home Insurance Company general liability policy GL 1488251 issued to Carl Weissman & Sons
4. The Home Indemnity Company workers compensation policy WC-L169449-01 issued to National General Supply, Inc. & Carl Weissman & Sons, Inc.
5. CWS letter to Home dated January 25, 1991
6. CWS letter to Fred S. James & Co. dated January 26, 1987
7. Sedgewick James letter to Home dated January 22, 1991, with enclosed fax from CWS dated January 18, 1991
8. Complaint filed January 22, 1990 in Hubbard v. Carl Weissman & Sons, Inc.
9. Home letter to CWS dated January 29, 1991
10. Home letter to CWS dated February 4, 1991
11. Order on CWS' Motion for Summary Judgment dated November 11, 1997
12. CWS (Jardine, Stephenson, Blewett & Weaver, P.C.) letter to Home dated April 14, 2000

13. Second Amended Complaint in Hubbard v. Carl Weissman & Sons, Inc. dated March 10, 2000
14. Home letter to CWS dated April 17, 2000
15. Home letter to CWS dated April 20, 2000
16. Fourth Amended Complaint in Hubbard v. Carl Weissman & Sons, Inc. dated October 5, 2000
17. Stipulation in Hubbard v. Carl Weissman & Sons, Inc. dated November 13, 2000
18. Confession of Judgment in Hubbard v. Carl Weissman & Sons, Inc. dated November 13, 2000
19. Judgment in Hubbard v. Carl Weissman & Sons, Inc. dated December 20, 2000

PROOF OF CLAIM
The Home Insurance Company,
Merrimack County Superior Court, State of New Hampshire 03-E-0106
Read Carefully Before Completing This Form
Please print or type

FOR LIQUIDATOR'S USE ONLY

DATE PROOF OF CLAIM RECEIVED

JUN 09 2004

HICIL

CLAIM 783351

The Deadline for Filing this Form is June 13, 2004.

You should file this Proof of Claim form if you have an actual or potential claim against The Home Insurance Company of any of its former subsidiaries* ("The Home") even if the amount of the claim is presently uncertain. To have your claim considered by the Liquidator, this Proof of Claim must be postmarked no later than June 13, 2004. Failure to timely return this completed form will likely result in the DENIAL OF YOUR CLAIM. You are advised to retain a copy of this completed form for your records.

- * * 1. Claimant's Name: John Hubbard
- * * 2. Claimant's Address: 615 - 7th Ave So.
Great Falls, MT 59405
- * * 3. Claimant's Telephone Number: (406) 761-6089
Fax Number: ()
Email address: _____
- 4. Claimant's Social Security Number, Tax ID Number or Employer ID Number: [REDACTED]
- 5. Claim is submitted by (check one):
 - a) Policyholder or former policyholder
 - b) Third Party Claimant making a claim against a person insured by The Home
 - c) Employee or former employee
 - d) Broker or Agent
 - e) General Creditor, Reinsurer, or Reinsured
 - f) State or Local Government Entity
 - g) Other; describe: _____

If your name, address, e-mail address, or telephone number set forth above are incorrect, or if they change, you must notify the Liquidator so she can advise you of new information.

Describe in detail the nature of your claim. You may attach a separate page if desired. Attach relevant documentation in support of your claim, such as copies of outstanding invoices, contracts, or other supporting documentation.

Please see Attachment

6. Indicate the total dollar amount of your claim. If the amount of your claim is unknown, write the word "unknown", BUT be sure to attach sufficient documentation to allow for determination of the claim amount.

\$3,497,437.00 (if amount is unknown, write the word "unknown").

7. If you have any security backing up your claim, describe the nature and amount of such security. Attach relevant documentation.

None

8. If The Home has made any payments towards the amount of the claim, describe the amount of such payments and the dates paid:

None

9. Is there any setoff, counterclaim, or other defense which should be deducted by The Home from your claim?

NO

10. Do you claim a priority for your claim? If so, why: yes. Date of Claim.

11. Print the name, address and telephone number of the person who has completed this form.

Name: David B. Gallik, Attorney at Law
Address: 130 E. Lyndale Ave
Helena MT 59601
Phone Number: (406) 443-0009
Email address: gallik@in-fch.com

* The Home Indemnity Company, The Home Insurance Company of Indiana, City Insurance Company, Home Lloyds Insurance Company of Texas, The Home Insurance Company of Illinois, and The Home Insurance Company of Wisconsin.

* * Claimant Hubbard is represented in this matter by Attorney's David B. Gallik and Michael Trivelli. All correspondence should be sent to such Attorneys at 120 E. Lyndale Ave., Helena MT 59601, (406) 443-0009; Fax (406) 443-0609

12. If represented by legal counsel, please supply the following information:
 a. Name of attorney: David B. Gallik and Michael R Trammell
 b. Name of law firm: Gallik Law Office
 c. Address of law firm: 120 E. Lyndale Avenue
Helena MT 59601
 d. Attorney's telephone: 406-443-0009
 e. Attorney's fax number: 406-443-0669
 f. Attorney's email address: gallik@ln-tch.com

13. If using a judgment against The Home as the basis for this claim:
 a. Amount of judgment \$ 2,389,000 (plus interest from Dec. 20, 2000)
 b. Date of judgment December 20, 2000
 c. Name of case Hubbard vs Carl Weisman & Sons, Inc.
 d. Name and location of court Montana Eighth Judicial District Court, Great Falls, Montana
 e. Court docket or index number (if any) BDV-90-067

14. If you are completing this Proof of Claim as a Third Party Claimant against an insured of The Home, you must conditionally release your claim against the insured by signing the following, as required by N.H. Rev. Stat. Ann. § 402-C:40 I:

I, John Hubbard (insert claimant's name), in consideration of the right to bring a claim against The Home, on behalf of myself, my officers, directors, employees, successors, heirs, assigns, administrators, executors, and personal representatives hereby release and discharge Carl Weisman & Sons, Inc. (insert name of defendant(s) insured by The Home), and his/her/its officers, directors, employees, successors, heirs, assigns, administrators, executors, and personal representatives, from liability on the cause(s) of action that forms the basis for my claim against The Home in the amount of the limit of the applicable policy provided by The Home; provided, however, that this release shall be void if the insurance coverage provided by The Home is avoided by the Liquidator.

John Hubbard
 Claimant's signature June 7, 2004
Date

15. All claimants must complete the following:

I, John Hubbard (insert individual claimant's name or name of person completing this form for a legal entity) subscribe and affirm as true, under the penalty of perjury as follows: that I have read the foregoing proof of claim and know the contents thereof, that this claim in the amount of three million, four hundred ninety seven thousand and seven hundred thirty four (\$ 3,497,734.00) against The Home is justly owed, except as stated in item 9 above, and that the matters set forth in this Proof of Claim are true to the best of my knowledge and belief. I also certify that no part of this claim has been sold or assigned to a third party.

Seven thousand thirty four

John Hubbard
 Claimant's signature June 7, 2004
Date

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

16. Send this completed Proof of Claim Form, postmarked by June 13, 2004, to:

The Home Insurance Company in Liquidation
 P.O. Box 1720
 Manchester, New Hampshire 03105-1720

You should complete and send this form if you believe you have an actual or potential claim against The Home even if the amount of the claim is presently uncertain.

THE HOME INSURANCE COMPANY IN LIQUIDATION

P.O. Box 1720
Manchester, New Hampshire 03105-1720
Tel: (800) 347-0014

Date: 3/31/2008

Class: V

John Hubbard
615 7th Ave So
Great Falls , MT 59405

RE: NOTICE OF REDETERMINATION
Proof of Claim No.: CLMN703351-01

Redetermination Summary

Gross Amount of Claim	: \$ 3,497,437.00
Amount Allowed by Liquidation	: \$ 0

Explanation: Your Request for Review asserts that because your claim was initially against an insured, it is a policy related claim meriting a Class II classification.

You enclosed a copy of Section 402-C:44 of the New Hampshire Statutes. That Section defines Class II Policy Related Claims

II. POLICY RELATED CLAIMS. All claims by policyholders, including claims for unearned premiums in excess of \$50, beneficiaries, and insureds arising from and within the coverage of and not in excess of the applicable limits of insurance policies and insurance contracts issued by the company, and liability claims against insureds WHICH CLAIMS ARE WITHIN THE COVERAGE OF AND NOT IN EXCESS OF THE APPLICABLE LIMITS OF INSURANCE POLICIES AND INSURANCE CONTRACTS issued by the company and claims of the New Hampshire Insurance Guaranty Association, the New Hampshire Life and Health Insurance Guaranty Association and any similar organization in another state. All claims under life insurance and annuity policies, whether for death proceeds, annuity proceeds or investment values, shall be treated as loss claims. That portion of any loss for which indemnification is provided by other benefits or advantages recovered or recoverable by the claimant shall not be included in this class, other than benefits or advantages recovered or recoverable in discharge of familial obligations of support or by way of succession at death or as proceeds of life insurance, or as gratuities. No payment made by an employer to an employee shall be treated as a gratuity. (emphasis added).

We refer to the denial letters issued by The Home Insurance Company on February 4, 1991 and April 20, 1990 and Home's position set out in the Declaratory Judgment action prior to entry of the Order of Liquidation. While your claim was initially against an insured of Home, Home's position then and now is that the claims are not covered under the policy issued by Home to Carl Weismann & Sons.

The policy issued by Home to Carl Weissman & Sons contained the following exclusions:

This policy does not apply:

(i) to any obligation for which the insured or any carriers as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damage arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

Based upon the workers compensation and employee exclusions in the policy among other reasons, your claim is not within the coverage of the policy. Accordingly, it does not fall with the definition of a Class II Policy Related Claim under Section 402-C:44 which defines policy related claims as claims within the coverage of the insurance contract.

Additionally, to the extent your claim is based upon the judgment entered against Carl Weissman & Sons, it is a Class VI as set out in Section 402-C:44.VI which reads:

VI. JUDGMENTS. Claims based solely on judgments. If a claimant files a claim and bases it both on the judgment and on the underlying facts, the claim shall be considered by the liquidator who shall give the judgment such weight as he deems appropriate. The claim as allowed shall receive the priority it would receive in the absence of the judgment. If the judgment is larger than the allowance on the underlying claim, the remaining portion of the judgment shall be treated as if it were a claim based solely on a judgment.

Finally, claims of bad faith, fraud, and violation of unfair claims settlement practices, and any amount in excess of the policy limits are extra-contractual claims not within the coverage of the insurance contract and accordingly Class V claims.

Accordingly, the Liquidator affirms his prior Notice of Determination. Hence there will be no allowance under this proof of claim.

Dear Claimant:

The purpose of this letter is to respond to your Request for Review and provide you with a Redetermination set forth above of claims you have presented to The Home Insurance Company in Liquidation ("The Home"), under the Proof(s) of Claim specified above. The Home expects to present notice of this redetermination to the Superior Court for Merrimack County, New Hampshire (the "Court") for approval in accordance with New Hampshire Revised Statute, RSA 402-C: 45. Read this Notice of Redetermination carefully as it sets forth your rights and obligations in detail.

The Home has reviewed your request for review and made a Redetermination on the claims as set forth above in accordance with The Home Claim Procedures (the "Procedures")¹ approved by

¹ A copy of the January 19, 2005 Restated and Revised Order Establishing Procedures Regarding Claims Filed With The Home Insurance Company in Liquidation may be obtained from the website of the Office of the Liquidation

the Court. If the claim has been allowed, in whole or in part, it has been assigned a Class V priority as a "residual claim" pursuant to the Order of Distribution set forth in RSA 402-C:44 and will be placed in line for distribution as directed by the Court from the assets of The Home. The first \$50 of the amount allowed on each claim in this class shall be deducted from the amount distributed as specified in RSA 402-C:44.

You may have other claims against The Home for which you may receive other Notices of Determination or Redetermination. You will have a separate right to dispute each Notice of Determination or Redetermination. If your claim has been allowed in whole or in part, this Notice of Redetermination does not mean that your claim will immediately be paid, or that it will be paid in full or at all. Pursuant to order of the Court, The Home may make distributions of its assets as a percentage of all allowed claims in a particular priority class in The Home estate as approved by the Court. The amount of the final payment for allowed claims will be determined by the final ratio of assets to liabilities and the applicable priority. Please be advised that the final percentage of payment you receive from The Home, at the time The Home estate is finally closed, is the total payment amount that you will be entitled to for this claim.

The Liquidator does not expect there to be assets sufficient to make a distribution to creditors in classes below Class II.

Any and all distributions of assets may be affected and/or reduced by any payments you have received on this claim from any other sources not listed on the Notice of Distribution. Any such distributions by The Home are based on The Home's knowledge and/or understanding of the amounts you have received in settlement and/or reimbursement of this claim from all other sources at the time of the allowance or thereafter. Should The Home subsequently become aware of prior recoveries from other sources The Home has the right to reduce its future distribution payments to you to the extent of such other recoveries or to seek and obtain repayment from you with respect to any previous distributions that were made to you.

Further, if you seek or receive any future payment from any other source on this claim after you receive a distribution payment from The Home you must notify The Home at the address below and The Home has the right to recover from you the distribution payments in whole or in part, to the extent of any such other future recoveries.

As a condition to receipt of any distributions, The Home shall be entitled to any rights to subrogation you may have against any third party and you shall be deemed to have assigned to The Home such rights upon receipt of any distributions. You shall also be obliged to reimburse The Home for any legal fees or other costs associated with The Home recovering from you any distribution payments to which you are not entitled.

The following instructions apply to this Notice of Redetermination:

Claim Allowed

Clerk for The Home Insurance Company in Liquidation and US International Reinsurance Company in Liquidation,
www.hicilclerk.org.

1. If this claim has been allowed in whole or in part and you agree with the Redetermination, sign and date the enclosed Acknowledgment of Receipt of the Notice of Redetermination and mail the completed Acknowledgment to The Home.

Claim Disallowed

2. If the Redetermination is to disallow your claim in whole or in part, you may still file an Objection with the Court at

Office of the Clerk, Merrimack County Superior Court
163 N. Main Street, P.O. Box 2880
Concord, New Hampshire 03301-2880
Attention: The Home Docket No. 03-E-0106

within sixty (60) days from the mailing of the Notice of Redetermination. **You have sixty (60) days from the mailing of the Notice of Redetermination to file your Objection.** Please also sign and return the Acknowledgment of Receipt form and mail a copy of the Objection to the Liquidator while maintaining copies of all documents for your reference.

IF YOU DO NOT FILE AN OBJECTION WITH THE COURT WITHIN SIXTY (60) DAYS FROM THE MAILING OF THIS NOTICE OF REDETERMINATION, YOU MAY NOT FURTHER OBJECT TO THE DETERMINATION.

A timely filed Objection will be treated as a Disputed Claim and will be referred to the Liquidation Clerk's Office for adjudication by a Referee in accordance with the Procedures.

3. You must notify The Home of any changes in your mailing address. This will ensure your participation in future distributions, as applicable. For purposes of keeping The Home informed of your current address, please notify us at the address given on the letterhead above.

Sincerely yours,

Peter Bengelsdorf, Special Deputy Liquidator
For Roger A. Sevigny, Liquidator
of The Home Insurance Company in Liquidation

Should you wish to speak with someone regarding this Notice of Redetermination, please contact:

Mary Actor
Senior Manager
Home Insurance Company in Liquidation
Phone: 212-530-4005

CC:

David B. Galik Esq., 1124 Billings Avenue, , Helena, MT 59601

Randall Skorheim, 2329 N Recker Road, # 51, Mesa, AZ 85215

RENEWAL OR IN LIEU OF CCP486322	COMMISSION SCHEDULE		SUBJECT TO AUDIT	<input type="checkbox"/> INSPECTION	SIC CODE	SEE CODING SLIP
LINE GENERAL LIABILITY	PREMIUM 114,446.	COMM. RATE SEE %	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> CREDIT REPORT	5072	
<input type="checkbox"/> P-PERSONAL <input checked="" type="checkbox"/> C-COMMERCIAL		H23617 %	APPROVAL	<input checked="" type="checkbox"/> ORDERED <input type="checkbox"/> WAIVED	<input checked="" type="checkbox"/> O-AGENCY <input type="checkbox"/> I-F.O.	

GENERAL LIABILITY

GL-1 48 82 51

Insurance is provided by the Stock Company designated by and hereinafter called the Company.

CITY INSURANCE COMPANY
Short Hills, N.J.

THE HOME INSURANCE COMPANY
Manchester, N.H.

FRED S. JAMES

THE HOME INSURANCE COMPANY OF INDIANA
Indianapolis, Ind.

THE HOME INDEMNITY COMPANY
Manchester, N.H.

JUN 26 1986

SPOKANE

PRODUCER

DECLARATIONS

Item 1.

Named Insured and Address

CARL WEISSMAN & SONS
(SEE ENDORSEMENT A)
P.O. BOX 1609

GREAT FALLS, MONTANA 59403

FRED S JAMES & CO OF WASHINGTON
N. 601 MAIN STREET
P.O. BOX 2151
SPOKANE, WA 99210

Item 2. Policy Period:

From 04-01-86 to 04-01-87
12:01 A.M., standard time at the address of the named insured as stated herein.

09290

Producer No.

771
OPC

The named insured is:

Individual

Partnership

Corporation

Joint Venture

Other:

Business of the named insured is: (ENTER BELOW)

RETAIL, AUTO PARTS & RETAIL

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the Coverage Part(s) indicated below by specific premium charge(s) and attached to and forming a part of this policy.

Coverage Parts	Form Number	Advance Premiums
Comprehensive General Liability Insurance	H21013	\$ 95,186.
Premises Medical Payments Insurance		\$
Contractual Liability Insurance		\$
Completed Operations and Products Liability Insurance		\$
Manufacturers' and Contractors' Liability Insurance		\$
Owners', Landlords' and Tenants' Liability Insurance		\$
Personal Injury Liability Insurance		\$
Owner's and Contractor's Protective Liability Insurance		\$
Storekeeper's Insurance		\$
Other BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT	L6111	\$ 19,010.
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT	H22799	250.00
TOTAL ADVANCE PREMIUM		\$ 114,446.

If, Policy Period is more than one year premium is payable

Effective Date††

1st Anniversary††

2nd Anniversary††

H22300-A, H22300-B, H21013, H21091, L6108, L6111, H22799, L9235, H36074, L6178, L9463, IL0018, H32266

Endorsements attached to policy

Countersigned by

Authorized Representative

CF102

If the Policy Period is more than one year; ††The premiums shown for Fixed Exposure hazards are the full three year premiums. Any premiums shown for Subject-To-Audit hazards are the annual deposit premiums. ††Any annual deposit premiums for Subject-To-Audit hazards are payable as of the effective date and each anniversary date, whether or not the remainder of premium is payable on installments.



COVERAGE PART

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. _____ to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the named insured (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

Interest of named insured in such premises (CHECK BELOW)

Owner General Lessee Tenant Other _____

Part occupied by named insured (ENTER BELOW)

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages					Limits of Liability			
					Each occurrence		Aggregate	
A—Bodily Injury Liability					\$,000	\$,000
B—Property Damage Liability					\$,000	\$,000
Description of Hazards and Subline	Terr. Code	Class Code	Prem. Base	Exposure Basis	Rates		Advance Premiums	
					B.I.	P.D.	Bodily Injury	Property Damage
Premises - Operations								
Escalators (Number at Premises)								

PB Codes: a-Area; f-Frontage; m-Admissions; p-Payroll; r-Receipts; t-Other.
 A-Unit Mos.; B-Entire; C-Per 100; D-Per 1,000; E-Per 10,000; F-Per 1,000,000; G-Not Req.

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or
B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to:
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes;if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier in his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to:
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises situated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;but this exclusion does not apply to loss of use of other tangible property resulting from sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the

named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to property damage included within:
 - (1) the explosives hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",
 - (2) the cesspools hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
 - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an insured under this insurance in the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law:
 - (1) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (2) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an insured under this paragraph (e) with respect to:
 - (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
 - (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence". Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence". Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate".

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE

insurance company, herein called the company

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard;

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

plotted operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada,
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

CONDITIONS

1. Premium: All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit: The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the declarations page by a duly authorized representative of the company.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy: If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.



TIMOTHY P. REAMES Secretary



PETER C. R. HUANG President
of THE HOME INSURANCE COMPANY



HENRY P. LENZ President
of THE HOME INDEMNITY COMPANY
CITY INSURANCE COMPANY
THE HOME INSURANCE CO. OF ILLINOIS
THE HOME INSURANCE CO. OF INDIANA

Non-Premium Endorsement

Date Prepared 6-17-86sk	Endorsement No. A
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Issued by

- The Home Insurance Company City Insurance Company
 The Home Indemnity Company The Home Insurance Company of Indiana

Policy Number GI 1 48 82 51	Certificate Number	Named Insured CARL WEISSMAN & SONS, ETAL	
Producer FRED S JAMES & CO OF WASHINGTON (SPOKANE)		Producer No. - OPC 09290 - 771	
Policy Period:	Inception (Month-Day-Year) 04-01-86	Expiration (Month-Day-Year) 04-01-87	Effective Date and Time of Endorsement 04-01-86

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

NAMED INSURED ENDORSEMENT

1. CARL WEISSMAN AND SONS, INC.
2. NATIONAL GENERAL SUPPLY, INC.
3. NORTHWEST FENCE PRODUCTS CO.
4. NORTH WAREHOUSE DISTRIBUTORS, INC.
5. THREE W'S, INC.
6. TWO EIGHTEEN CORPORATIONS
7. THIRD AVENUE CORPORATION
8. STEEL WAREHOUSE CORPORATION
9. MONTANA COMPRESSED STEEL CORPORATION
10. MAURICE AND LEONARD WEISSMAN,
DBA: THE THREE W'S, A PARTNERSHIP
11. CARL WEISSMAN AND SONS, INC.,
DBA: WEISSMAN COCESS STORE
12. NORTHWEST FENCE ERECTORS COMPANY
13. LEONARD B. WEISSMAN
14. MAURICE B. WEISSMAN
15. JERROLD A. WEISSMAN

CF107

Signature of Authorized Representative

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Non-Premium Endorsement

Date Prepared 6-17-86sk	Endorsement No. B
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Issued by

- The Home Insurance Company City Insurance Company
 The Home Indemnity Company The Home Insurance Company of Indiana

Policy Number GL 1 48 82 51	Certificate Number	Named Insured CARL WEISSMAN & SONS, ETAL	
Producer FRED S JAMES & CO OF WASHINGTON (SPOKANE)		Producer No. - OPC 09290 - 771	
Policy Period:	Inception (Month-Day-Year) 04-01-86	Expiration (Month-Day-Year) 04-01-87	Effective Date and Time of Endorsement 04-01-86

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

CYCLE BILLING

IT IS AGREED THAT THE ABOVE CAPTIONED POLICY IS PAYABLE AS SHOWN BELOW:

<u>DATE DUE</u>	<u>AMOUNT DUE</u>
4-1-86	\$ 45,778.
6-1-86	34,334.
9-1-86	<u>34,334.</u>
TOTALS	\$114,446.

CF108

Signature of Authorized Representative

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COVERAGE PART



COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. GL 1488251, to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the named insured (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

Interest of named insured in such premises (CHECK BELOW)

Owner General Lessee Tenant Other

Part occupied by named insured (ENTER BELOW)

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages					Limits of Liability			
					Each occurrence		Aggregate	
A—Bodily Injury Liability					PER L6108	,000	\$,000
B—Property Damage Liability					ATTACHED	,000	\$,000
Description of Hazards and Subline	Terr. Code	Class Code	P. B. Code	Exposure Basis	Rates		Advance Premiums	
					B.I.	P.D.	Bodily Injury	Property Damage
Premises - Operations								
IRON OR STEEL MFG SHOP-FABRICATING, ASSEMBLING OR MFG. STRUCTURAL IRON OR STEEL, ORNAMENTAL BRASS, BRONZE OR IRON WORK. GREAT FALLS, MONTANA	25-999	34403	PC	30,000	1.186	1.433	\$ 356.	\$ 430.
IRON OR STEEL MERCHANTS GREAT FALLS, MONTANA	25-999	50831	PC	443,000	.702	.507	3,110.	2,246.
GILLITTE, WYOMING	49-999	50831	PC	55,000	1.103	.241	607.	133.
(CONT. ON H21091)					<small>PB Codes: a-Area; f-Frontage; m-Admissions; p-Payroll; r-Receipts; t-Other. A-Unit Mos.; B-Entire; C-Per 100; D-Per 1,000; E-Per 10,000; F-Per 1,000,000; G-Not Req.</small>			
Escalators (Number at Premises)								
Independent Contractors-Subline 315								
CONSTRUCTION OPERATIONS - OWNER (NOT RAILROADS) - EXCLUDING OPERATIONS ON BOARD SHIPS	25-999	16292		1,000	.063	.032	(1.) 55. M	(1.) 59. M
Completed Operations—Products Subline 316								
FENCE ERECTION - METAL GREAT FALLS, MONTANA	25-999	17982	RD	600,000	2.602	.481	1,561.	289.
(CONT. ON H21091)								
Form numbers of endorsements at issue					TOTALS		\$ 72,146.	\$ 23,040.
							\$	\$
							Total Advance Premium	\$ 95,186.

*Automatic Shop INCLUDED
See Co. memo dtd 4-7-46*



EXTENSION SCHEDULE 1 Policy No. GL 1 48 82 51

Description of Hazards and Subline	Terr. Code	Class Code	P. B. Code	Exposure Basis	Rates		Advance Premiums	
					B.I.	P.D.	Bodily Injury	Property Damage
IRON OR STEEL SCRAP DEALERS								
GREAT FALLS, MONTANA	25-999	50861	PC	414,000	2.205	1.473	\$9,129.	\$6,098.
GILLITTE, WYOMING	49-999	50861	PC	29,000	1.203	.869	349.	252.
FENCE ERECTION - METAL	25-999	17985	PC	160,000	1.704	1.352	2,726.	2,163.
GREAT FALLS, MONTANA								
WAREHOUSES - PRIVATE (MERCANTILE) - BUILDINGS OR PREMISES USED EXCLUSIVELY FOR STORING MERCHANDISE OF INSURED WHERE NO SALES OPERATIONS ARE CONDUCTED AND WHICH ARE ENTIRELY SEPARATED FROM INSURED STORES OR OTHER SALES PLACES.								
GREAT FALLS, MONTANA	25-001	59993	AC	33,000	2.033	.070	671.	23.
	25-001	59993	AC	9,750	2.033	.070	198.	7.
	25-001	59993	AC	8,000	2.033	.070	163.	6.
	25-001	59993	AC	4,840	2.033	.070	98.	3.
BILLINGS, MONTANA	25-001	59993	AC	38,000	2.033	.070	773.	27.
	25-001	59993	AC	7,500	2.033	.070	152.	5.
	25-001	59993	AC	7,500	2.033	.070	152.	5.
	25-001	59993	AC	7,750	2.033	.070	158.	5.
KALISPEL, MONTANA	25-001	59993	AC	17,275	2.033	.070	351.	12.
	25-001	59993	AC	2,400	2.033	.070	49.	2.
BUTTE, MONTANA	25-001	59993	AC	5,000	2.033	.070	102.	4.

BP Codes: a-Area; f-Frontage; m-Admissions; p-Payroll; r-Receipts; t-Other.
A-Unit Mos.; B-Entire; C-Per 100; D-Per 1,000; E-Per 10,000; F-Per 1,000,000; G-Not Req.



Description of Hazards and Subline	Terr. Code	Class Code	P. B. Code	Exposure Basis	Rates		Advance Premiums	
					B.I.	P.D.	Bodily Injury	Property Damage
WAREHOUSES - PRIVATE CONTINUED								
BOZEMAN, MONTANA	25-001	59993	AC	9,375	2.033	.070	191.	7.
SHERIDAN, WYOMING	49-001	59993	AC	9,600	.801	.070	77. ✓	7. ✓
	49-001	59993	AC	450	.801	.070	4. ✓	1. ✓
BUILDINGS OR PREMISES - OFFICE								
GREAT FALLS, MONTANA	25-001	65121	AC	11,160	10.745	.139	1,199.	16.
VACANT LAND - EXCLUDING REAL ESTATE DEVELOPMENT PROPERTY								
GREAT FALLS, MONTANA	25-001	65150	FB	107	.101	.019	11.	2.
	25-001	65150	FB	79	.101	.019	8.	2.
	25-001	65150	FB	95	.101	.019	10.	2.
BUTTE, MONTANA	25-001	65150	FB	316	.101	.019	32.	6.
HARDWARE - WHOLESALE								
GREAT FALLS, MONTANA	25-001	50711	AC	12,500	1.437	.139	180.	17.
BILLINGS, MONTANA	25-001	50711	AC	10,000	1.437	.139	144.	14.
KALISPEL, MONTANA	25-001	50711	AC	8,925	1.437	.139	128.	12.
BOZEMAN, MONTANA	25-001	50711	AC	17,500	1.437	.139	251.	24.
SHERIDAN, WYOMING	49-001	50711	AC	16,000	1.129	.139	181. ✓	22. ✓
GILLETTE, WYOMING	49-001	50711	AC	10,000	1.129	.139	113. ✓	14. ✓
MALSTROM A.F.B., MONTANA	25-001	50711	AC	7,000	1.437	.139	101.	10.
MT. HOME, IDAHO	11-001	50711	AC	4,000	3.286	.139	131. ✓ x	6. x

PB Codes: a-Area; f-Frontage; m-Admissions; p-Payroll; r-Receipts; t-Other.
 A-Unit Mos.; B-Entire; C-Per 100; D-Per 1,000; E-Per 10,000; F-Per 1,000,000; G-Not Req.



Description of Hazards and Subline	Terr. Code	Class Code	P. B. Code	Exposure Basis	Rates		Advance Premiums	
					B.I.	P.D.	Bodily Injury	Property Damage
HARDWARE - WHOLESALE CONTINUED								
NORTON A.F.B. CALIFORNIA	04- 006	50711	AC	3,600	9,035	.139	Ca 325.	Ca 5.
BUILDING OR PREMISES - MANUFACTURING OR PRIVATE WAREHOUSE - OCCUPIED BY SINGLE INTEREST OTHER THAN THE INSURED. (LESSOR'S RISK ONLY)								
GREAT FALLS, MON- TANA	25- 001	39998	AC	5,000	.883	.074	44.	4.
MOBILE HOMES PARKS OR COURTS - NOC								
GILLETTE, WYOMING	49- 001	70312	RC	40,000	.616	.163	246.	65.
COMPLETED OPERATIONS - PRODUCTS - SUBLINE 316								
IRON OR STEEL MFG. SHOP - FABRICATING, ASSEMBLING OR MFG. STRUCTURAL IRON OR STEEL, ORNAMENTAL BRASS, BRONZE OR IRON WORK.	25- 999	33101	RD	80,000	2.220	4.407	178.	353.
AUTOMOBILE ACCES- SORIES STORES - WHOLESALES	25- 999	50121	RD	4,100,000	1.171	.241	4,801.	988.
HARDWARE - WHOLESALE	25- 999	50711	RD	5,825,000	.683	.401	3,978.	2,336.
IRON OR STEEL SCRAP DEALERS	25- 999	50861	RD	3,100,000	.553	.052	1,714.	161.
IRON OR STEEL MERCHANTS	25- 999	50991	RD	7,175,000	5.204	1.003	37,339.	7,197.

PB Codes: a-Area; f-Frontage; m-Admissions; p-Payroll; r-Receipts; t-Other.
A-Unit Mos.; B-Entire; C-Per 100; D-Per 1,000; E-Per 10,000; F-Per 1,000,000; G-Not Req.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

L610
(Ed. 3-81)

GL 99 17 (Ed. 03 81)

Amendment - Limits Of Liability

(Single Limit)

(Individual Coverage Aggregate Limit)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

CONTRACTUAL LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective 04-01-86 , forms a part of policy No. GL 1 48 82 51
(12:01 A.M., standard time)

issued to **CARL WEISSMAN & SONS, ETAL**

by **THE HOME INSURANCE COMPANY**

Authorized Representative

SCHEDULE

Coverages	Limits of Liability
Bodily Injury Liability and Property Damage Liability	\$ 1,000,000 each occurrence
	\$ 1,000,000 aggregate

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought

on account of bodily injury or property damage, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

12 CF113

a) The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages including damages for care and loss of services because of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

b) Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":

- 1) all property damage arising out of premises or operations rated on a remuneration basis or Contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- 2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which

liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

- 3) if Products - Completed Operations Insurance is afforded, all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
- 4) if Contractual Liability Insurance is afforded, all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

- i) to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;
 - ii) to the sum of the damages for all bodily injury and property damage described in subparagraph (3); and
 - iii) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured.
- c) For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general condition shall be considered as arising out of one occurrence.

13 CF114



(The attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

Liability

L6111
(Ed.5-81)

GL 04 04 (Ed. 05 81)

Broad Form Comprehensive General Liability Endorsement

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement, effective 04-01-86 , forms a part of policy No. GL 1488251
(12:01 A.M., standard time)
issued to **CARL WEISSMAN & SONS, ETAL**
by **THE HOME INSURANCE COMPANY**

Authorized Representative

SCHEDULE

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of Liability \$ _____ Aggregate

Limit of Liability - Premises Medical Payments Coverage:

\$1,000 each person unless otherwise indicated herein \$ _____ each person.

Limit of Liability - Fire Legal Liability Coverage:

\$50,000 per occurrence unless otherwise indicated herein: \$ _____ per occurrence.

Advance Premium Premium Basis

\$19,010 _____ 20% OF THE TOTAL COMPREHENSIVE GENERAL LIABILITY BODILY IN-
JURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETER-
MINED

\$ INCL. MINIMUM PREMIUM

I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including

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(a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(b) supervisory, inspection or engineering services;

(3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

(5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) The following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such

injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

(1) to liability assumed by the insured under any contract or agreement;

(2) to personal injury or advertising injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;

(3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;

(5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

(6) to advertising injury arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to advertising injury

(a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or

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(b) to any injury arising out of any act committed by the insured with actual malice.

(C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

1. false arrest, detention, imprisonment, or malicious prosecution;
2. wrongful entry or eviction or other invasion of the right of private occupancy;
3. a publication or utterance

(a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

(A) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of

(a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) the operation or use of any snowmobile or trailer designed for use therewith;

(i) owned or operated by or rented or loaned to any insured, or

(ii) operated by any person in the course of his employment by any insured;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any watercraft owned or operated by or rented or loaned to any insured, or

(b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(B) to bodily injury

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the named insured by independent contractors other than

(a) maintenance and repair of the insured premises, or

(b) structural alterations at such premises which do not involve chang-



ing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage

(a) in violation of any statute, ordinance or regulation,

(b) to a minor,

(c) to a person under the influence of alcohol, or

(d) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily injury

(1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the named insured is a club, to any member of the named insured;

(7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;

(D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the



business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE - REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of property damage liability as respects this Fire Legal Liability Coverage - Real Property is \$50,000 each occurrence unless otherwise stated in the Schedule of this endorsement.

(C) The Fire Legal Liability Coverage - Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

(A.) Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;

(2) except with respect to liability under a written sidetrack agreement or the use of elevators

(a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) to tools or equipment while being used by the insured in performing his operations,

(c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) to that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

(B.) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

(A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

(B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

(1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;

(2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of



the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

(a) to bodily injury or property damage included within the completed operations hazard or the products hazard;

(b) to Premises Medical Payments Coverage.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

(A) Spouse - Partnership - If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;

(B) Employee - Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

(1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;

(2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;

(3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE - NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.



**ADDITIONAL DECLARATIONS
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT**

Insured CARL WEISSMAN & SONS, ETAL
Policy No. GL 1 48 82 51

COVERAGE	LIMITS OF LIABILITY	DEDUCTIBLE
Employee Benefits Liability Insurance	\$ 1,000,000 Each Claim \$1,000,000 Aggregate	\$ 1,000 Each Claim
PREMIUM COMPUTATION		
ESTIMATED NUMBER OF EMPLOYEES	RATE PER EMPLOYEE	ADVANCE PREMIUM
220	First 5,000 Next 5,000 Over 10,000	\$ 250. M \$ \$
TOTAL ADVANCE PREMIUM * \$ 250. M		

* If coverage is provided subsequent to policy inception, attach to a change endorsement.

In consideration of the payment of the premium, this Company agrees with the Insured named in the Declarations to afford the coverage set forth herein and on pages 2 and 3. The other terms, conditions and limits of liability in other sections of the policy to which this endorsement is attached shall not apply to insurance afforded hereunder.

Insuring Agreements

1. Employee Benefits Liability:

This Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of any claim made against the Insured due to any negligent act, error or omission of the Insured, or any other person for whose acts the Insured is legally liable, in the administration of the Insured's Employee Benefits Programs, as defined herein, and this Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such negligent act, error or omission, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but this Company shall not be obligated to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.

2. Supplementary Payments: This Company will pay, in addition to the applicable limits of liability:

(a) all expenses incurred by this Company, all costs taxed against the Insured in any suit defended by

this Company and all interest on the entire amount of any judgment therein which accrues after the entry of judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;

- (b) premiums on appeal bonds required in any such suit and premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without any obligation to apply or furnish any such bonds;
- (c) reasonable expenses incurred by the Insured at this Company's request including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

Definitions

- 1. **Definition of "Insured":** With respect to the insurance afforded by this endorsement the unqualified word "Insured" includes the Named Insured; provided that (a) if the Named Insured is designated as an individual, the insurance applies only to the conduct of a business of which he is the sole



proprietor and (b) the unqualified word "Insured" also includes the following:

- (i) if the Named Insured is or includes a partnership or joint venture, any partner or member thereof but only with respect to his liability as such;
- (ii) any executive officer, director or stockholder of the Named Insured while acting within the scope of his duties as such;
- (iii) any full-time, salaried employee, provided such employee is authorized to act in the administration of the Named Insured's Employee Benefits Programs.

2. **"Employee Benefits Programs":** The term "Employee Benefits Programs" means (a) group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social security benefits, disability benefits, and (b) any other similar employee benefits instituted after the effective date of this endorsement, provided this Company is notified within thirty days after the institution of such benefits.

3. **"Administration":** The unqualified word "administration" wherever used shall mean:

- (a) Interpreting the Employee Benefits Programs;
- (b) Handling of records in connection with the Employee Benefits Programs;
- (c) Effective enrollment, termination or cancellation of employees under the Employee Benefits Programs; provided all such acts are authorized by the Named Insured.

Exclusions

1. This endorsement does not apply to:

- (a) any claim based upon or attributable to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;
- (b) bodily injury to or sickness, disease or death, of any person, or to injury to any tangible property, including the loss of use thereof;
- (c) any claim for failure of performance of contract by an insurer;
- (d) any claim based upon the Insured's failure to comply with any law concerning workmen's compensation, unemployment insurance, social security or disability benefits;
- (e) any claim based upon:

(i) advice given by an Insured to an employee to participate or not to participate in any Employee Benefit Plans;

(ii) the appointment of, or the failure to appoint, any investment manager, administrator, trustee, actuary, advisor, counsel, accountant, custodian, or consultant;

(iii) any investment activity, including but not limited to, the management, administration or disposition of assets of any Employee Benefit Program.

2. This endorsement does not provide coverage for any claim to the extent that recovery could not have been attained upon such claim in an action at law prior to the effective date of the Employee Retirement Income Security Act of 1974 (ERISA).

Conditions

1. **Application of this Endorsement:** This endorsement applies to damages which occur within the United States of America, its territories or possessions or Canada provided claim or suit is brought against the Insured during the endorsement period, and the Insured at the effective date of this endorsement had no knowledge or could not have reasonably foreseen any circumstances which might result in a claim or suit.

2. **Limits of Liability:** Regardless of the number of (a) Insureds under this policy (b) persons who sustain damage, or (c) claims made or suits brought for such damage; the limit of liability stated in the Additional Declarations as applicable to "each claim" is the limit of this Company's liability for all damages incurred on account of any claim covered hereunder; the limit of liability stated in the Additional Declarations as "aggregate" is, subject to the above provision respecting each claim, the total limit of this Company's liability for all claims covered hereunder and occurring during each annual period this endorsement is in force.

3. **Premium:** The premium stated in the Additional Declarations is an estimated premium only. Upon termination of each annual period of this endorsement the Insured, on request, will furnish this Company a statement of the total number of employees at the end of the period and the earned premium shall be computed on the average of the number of employees at the beginning and the end of such period in accordance with the rates specified in the Additional Declarations. If the earned premium thus computed exceeds the estimated premium paid, the insured shall pay the excess to this Company; if less, this Company shall return to the Insured the unearned portion paid by such Insured.



4. **Insured's Duties in the Event of Occurrence, Claim or Suit:**

(a) In the event of an occurrence which may result in a claim, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, shall be given by or for the Insured to this Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.

(c) The Insured shall cooperate with this Company and, upon this Company's request, shall attend hearings and trials, assist in making settlements, in the conduct of suits, in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense.

5. **Deductible:** The deductible amount indicated in the Additional Declarations shall be subtracted from the total amount of all sums which this Company is obligated to pay or incur on behalf of the Insured on account of each claim. This Company shall be liable only for the difference between such deductible amount and the limit of this Company's liability for each claim as stated in the Additional Declarations. The terms of this endorsement including those with respect to notice of claim or suit and this Company's right to investigate and negotiate any such claim or suit, apply irrespective of the application of the deductible amount.

6. **Action Against Company:** No action shall lie against this Company, unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms of this endorsement, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement to join this Company as a party to any action against the Insured to determine the Insured's liability,

nor shall this Company be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve this Company of any of its obligations hereunder.

7. **Subrogation:** In the event of any payment under this endorsement, this Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

8. **Changes:** Notice to any agent or knowledge possessed by an agent or by another person shall not affect a waiver or a change in any part of this endorsement or estop this Company from asserting any right under the terms of this endorsement; nor shall the terms stated herein be waived or changed, except by endorsement issued to effect such change.

9. **Assignment:** Assignment of interest under this endorsement shall not bind this Company until its consent is endorsed hereon; if, however, the Named Insured shall die, this endorsement shall cover the Named Insured's legal representative as Named Insured; provided that notice of cancellation addressed to the Insured named in the Additional Declarations and mailed to the address shown in this endorsement shall be sufficient notice to effect cancellation of this endorsement.

10. **Other Insurance:** If the Insured has other insurance against a loss covered by this endorsement, this Company shall not be liable under this endorsement for a greater proportion of such loss than the limit of liability stated in the Additional Declarations bears to the total limit of liability of all valid and collectible insurance against such loss. However, with respect to negligent acts, errors or omissions which occur prior to the effective date of this endorsement, the insurance hereunder shall apply only as excess insurance over any other valid and collectible insurance and shall then apply only in the amount by which the applicable limit of liability of this endorsement exceeds the sum of the applicable limits of liability of all such other insurance.

11. **Additional Declarations:** By acceptance of this endorsement the Insured agrees that the statements in the Additional Declarations are his agreements and representations, that this endorsement is issued in reliance upon the truth of such representations and that this endorsement embodies all agreements existing between himself and this Company or any of its agents relating to this insurance.



12. **Conformity with Statute:** Terms of this endorsement which are in conflict with the statutes of the State wherein this endorsement is issued are hereby amended to conform to such statutes.

13. **Cancellation:** This endorsement may be cancelled by the Named Insured by surrender thereof to this Company or any of its authorized agents or by mailing to this Company written notice stating when thereafter the cancellation shall be effective. This endorsement may be cancelled by this Company by mailing

to the Named Insured at the address shown in the Additional Declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the endorsement period. Delivery of such written notice either by the Named Insured or by this Company shall be equivalent to mailing.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

Liability

GL 00 19 (Ed. 7-78)

L923E
(Ed.7-78)

GENERAL LIABILITY

Amendatory Endorsement - Additional Definition

This endorsement, effective _____, forms a part of policy No. _____
(12:01 A.M., standard time)

issued to

by

Authorized Representative

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.



THE HOME INSURANCE COMPANIES

Absolute Pollution Exclusion

H36074 F
Ed. 11-84

The undersigned authorized representative recognizes that this policy contains an absolute pollution exclusion and understands the terms of this exclusion which reads as follows:

Pollution Exclusion

It is agreed that exclusion (F) is replaced by the following:

(F) to **bodily injury or property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water.

Named Insured

Signature and Title

Authorized Representative

Date

25

Page 1 of 1

CF126

INSURED COPY



AMENDATORY ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- COMPREHENSIVE GENERAL LIABILITY INSURANCE
- MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
- OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
- STOREKEEPERS INSURANCE
- SMP LIABILITY INSURANCE

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective (12:01 A.M., standard time) , forms a part of policy No.

issued to

by

Authorized Representative

~~It is agreed that the exclusion relating to bodily injury to any employee of the insured is deleted and replaced by the following:~~

~~This insurance does not apply:~~

- ~~i) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured for which the insured may be held liable as an employer or in any other capacity;~~
- ~~ii) to any obligation of the insured to indemnify or contribute with another because of damages arising out of the bodily injury; or~~
- ~~iii) to bodily injury sustained by the spouse, child, parent, brother, or sis-~~

ter of an employee of the insured as a consequence of bodily injury to such employee arising out of and in the course of his employment by the insured;

This exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury including damages for care and loss of services.

This exclusion does not apply to liability assumed by the insured under an incidental contract.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

GL 21 06 (Ed. 01 73)
G 307
ISO G307
EXCLUSION

L 9463
(Ed. 1-73)

(Engineers, Architects or Surveyors Professional Liability)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

This endorsement, effective _____, forms a part of policy No. _____
(12:01 A. M., standard time)

issued to

by

.....
Authorized Representative

It is agreed that the insurance does not apply to bodily injury or property damage arising out of the rendering of or the failure to render any professional services by or for the named insured, including

- (1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- (2) supervisory, inspection or engineering services.



**AMENDATORY ENDORSEMENT
PREJUDGMENT INTEREST**

The following is added to the Supplementary Payments provision in this policy:

The Company will pay, in addition to the applicable limit of liability, prejudgment interest awarded against the **insured** on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable limit of its liability, the Company will not pay any prejudgment interest based on that period of time after the offer.

MULTIPLE NAMED INSUREE AGREEMENT

THE HOME
INSURANCE
COMPANIES



H32266F
Ed.12-80

The first Named Insured hereby warrants that it is liable for the total earned premium due to the company for the insurance provided in this policy and that it has legal authority on behalf of all Named Insureds to accept and direct all communications pertaining to cancellation or non-renewal from and to the company. The first Named Insured will hereby hold the company harmless for any liability the company may incur by accepting from

or directing to the first Named Insured all communications including but not limited to cancellation or non-renewal. Payment of any unearned premium to the first Named Insured shall be deemed to be payment to all parties to whom the company has an obligation to pay such funds and the first Named Insured shall hold the company harmless for any obligation to pay any other unearned premium to any other Named Insured.

Countersignature Endorsement

The Home Insurance Companies



Endorsement No. _____

Issued by the Stock Company checked

- | | | |
|---|--|--------------------------|
| <input checked="" type="checkbox"/> The Home Insurance Company
Manchester, New Hampshire | <input type="checkbox"/> City Insurance Company
Short Hills, New Jersey | <input type="checkbox"/> |
| <input type="checkbox"/> The Home Indemnity Company
Manchester, New Hampshire | <input type="checkbox"/> The Home Insurance Company
of Indiana, Indianapolis, Indiana | |

Policy Number GL 1 48 82 51	Named Insured CARL WEISSMAN & SONS, ETAL	
Effective Date of Endorsement 04-01-86	Date of Policy 04-01-86	Date Prepared 06-18-86sk
Producer FRED S JAMES & CO OF WASHINGTON (SPOKANE)		Producer No. - OPC 09290 - 771

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is agreed that this policy has been countersigned for the -

State of WYOMING

Premium \$2,485.

Term 04-01-86 TO 04-01-87

Signature of Authorized Representative

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CF132

Countersignature Endorsement

The Home Insurance Companies



Endorsement No.

Issued by the Stock Company checked

- | | | |
|---|--|--------------------------|
| <input checked="" type="checkbox"/> The Home Insurance Company
Manchester, New Hampshire | <input type="checkbox"/> City Insurance Company
Short Hills, New Jersey | <input type="checkbox"/> |
| <input type="checkbox"/> The Home Indemnity Company
Manchester, New Hampshire | <input type="checkbox"/> The Home Insurance Company
of Indiana, Indianapolis, Indiana | |

Policy Number GL 1 48 82 51	Named Insured CARL WEISSMAN & SONS, ETAL	
Effective Date of Endorsement 04-01-86	Date of Policy 04-01-87	Date Prepared 06-18-86
Producer FRED S JAMES & CO OF WASHINGTON (SPOKANE)	Producer No. - OPC 09290 - 771	

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is agreed that this policy has been countersigned for the -

State of IDAHO

Premium \$165.

Term 04-01-86 TO 04-01-87

Signature of Authorized Representative

32

CF133



INFORMATION PAGE
Workers Compensation And
Employers Liability Policy

Policy Number: WC-L 16 94 69-01

Company: THE HOME INDEMNITY COMPANY

MANCHESTER, N.H.

Carrier Code: 13609

Previous Policy No: WC-L169469-00

1. Insured:
NATIONAL GENERAL SUPPLY, INC
& CARL WEISSMAN & SONS, INC
P.O. BOX 1609
GREAT FALLS MT 59403

Producer:
FRED S JAMES & CO OF WASH
WASH MUT SAV BK W 601 MAIN ST
SPOKANE WAS 99210

Other workplaces not shown above: SEE ENDORSEMENT
Producer-OPC: 009290-771

[] Individual [] Partnership [X] Corporation or
SIC: 5251 Inter/Intra State No: 910129147 MARKET CODE: 2000

2. Policy Period: The policy period is from 05/15/86 to 05/15/87
12:01 AM Standard Time, at the insured's mailing address.

3.A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
CALIF IDA.

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

eff 1/22/87
Bodily Injury by Accident ~~500,000~~ \$100,000 each accident
Bodily Injury by Disease ~~500,000~~ \$100,000 each employee
Bodily Injury by Disease \$500,000 policy limit

C. Other States Insurance: Part Three of the policy applies to all states except NEV N D OHIO WASH W VA WYO, states designated in Item 3a and any states listed on attached endorsement.

D. This policy includes these endorsements:
WC166, WC7746

4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

<u>Classifications</u>	<u>Code No.</u>	<u>Premium Basis Total Estimated Annual Remuneration</u>	<u>Rate Per \$100 of Remuneration</u>	<u>Estimated Annual Premium</u>
------------------------	-----------------	--	---------------------------------------	---------------------------------

See Attached Extensions

MINIMUM PREMIUM \$371 CAL

EXPENSE CONSTANT: \$120

TOTAL ESTIMATED PREMIUM: \$2,287
Deposit Premium: \$2,287

Premium Adjustments will be made: PREPAID

PREM. SURCHARGE: CAL .16% \$2

Billed 3/22/86

Issue Date 05/07/86

CF134
MAY 15 1986

Authorized Representative

83 C 094
82, 1983 National Council on Compensation Insurance. WC000001
COPY 001 00932 MC116 SEATTLE H

9.4% Cor.



**EXTENSION OF INFORMATION PAGE
Workers Compensation And
Employers Liability Policy**

Attached To And
Forming Part of
Policy Number: WC-L 16 94 69-01

Company:
THE HOME INDEMNITY COMPANY
MANCHESTER, N.H.

Effective Date: 05/15/86
Extension Number 01-04-00-001

Location Of Operations

Insured:
NATIONAL GENERAL SUPPLY, INC
& CARL WEISSMAN & SONS, INC

CALIFORNIA

Producer-OPC: 009290-771
FRED S JAMES & CO OF WASH

Item 4. (Continued)

CLASSIFICATION OF OPERATIONS	Code No.	Est. Total Remun. ANNUAL	Rate per \$100 of Remun.	Est. Premium ANNUAL
STORE HARDWARE-RETAIL	8017	✓ 38,000	3.71	1,410
CLERICAL OFFICE EMPLOYEES-N O C	8810	✓ 23,000	.61	140
<p><i>Wash</i></p>				
INCREASED LIMITS OF EMPLOYERS LIABILITY			\$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			\$	1,550
EXPERIENCE MODIFICATION			\$	NONE
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			\$	1,550
OTHER PREMIUM CHARGES			\$	NONE
LOSS CONSTANT (INCLUDE EXPENSE CONSTANT WHERE APPLICABLE)			\$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			\$	1,550
PREMIUM DISCOUNT			\$	NONE
TOTAL ESTIMATED ANNUAL PREMIUM			\$	1,550
			\$	

All other terms and conditions remain unchanged.

Issue Date: 05/07/86

Authorized Representative _____

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EXTENSION OF INFORMATION PAGE
Workers Compensation And
Employers Liability Policy

Attached To And
Forming Part of
Policy Number: WC-L 16 94 69-01

Company:
THE HOME INDEMNITY COMPANY
MANCHESTER, N.H.

Effective Date: 05/15/86

Extension Number 01-11-00-002

Location Of Operations

Insured:

NATIONAL GENERAL SUPPLY, INC
& CARL WEISSMAN & SONS, INC

IDAHO

Producer-OPC: 009290-771

Item 4. (Continued)

FRED S JAMES & CO OF WASH

CLASSIFICATION OF OPERATIONS	Code No.	Est. Total Remun. ANNUAL	Rate per \$100 of Remun.	Est. Premium ANNUAL
STORE: HARDWARE	8010	35,300	1.65	582
CLERICAL OFFICE EMPLOYEES NOC	8810	20,200	.33	67
<i>Outside sales (Carl Weissman & Sons)</i>	<i>8742</i>	<i>20,000</i>		
<i>1.5% increase (1-1-87)</i>				
INCREASED LIMITS OF EMPLOYERS LIABILITY			\$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			\$	649
EXPERIENCE MODIFICATION .950			\$(32)
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			\$	617
OTHER PREMIUM CHARGES			\$	NONE
LOSS CONSTANT (INCLUDE EXPENSE CONSTANT WHERE APPLICABLE)			\$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			\$	617
PREMIUM DISCOUNT			\$	NONE
TOTAL ESTIMATED ANNUAL PREMIUM			\$	617
			\$	

All other terms and conditions remain unchanged.

Issue Date: 05/07/86

Authorized Representative _____

H93070FH 10/84 C 094

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CF136



ENDORSEMENT
Workers Compensation and
Employers Liability Policy

Attached To And
Forming Part of
Policy Number: WC-L 16 94 69-01

Effective Date: 05/15/86

Policy Period:

From 05/15/86 To 05/15/87

Company: THE HOME INDEMNITY COMPANY

MANCHESTER, N.H.

Insured:

NATIONAL GENERAL SUPPLY, INC
& CARL WEISSMAN & SONS, INC
P.O. BOX 1609
GREAT FALLS MT 59403

Producer:

FRED S JAMES & CO OF WASH
WASH MUT SAV BK W 601 MAIN ST
SPOKANE WAS 99210

Producer-OPC:009290-771

ADDITIONAL LOCATIONS OF THE INSURED

(01-04-01)

NORTON A.F.B.

CALIF

(01-11-01)

MT HOME A.F.B.
MT HOME

IDA.

All Other Terms And Conditions Remain Unchanged
Issue Date 05/07/86 Authorized Representative _____

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H CF137



COMMISSION ADVICE
Workers Compensation And
Employers Liability Policy

Policy Number: WC-L 16 94 69-01

Company: THE HOME INDEMNITY COMPANY

Policy Period: From 05/15/86 To 05/15/87

Insured:

NATIONAL GENERAL SUPPLY, INC
& CARL WEISSMAN & SONS, INC
P.O. BOX 1609
GREAT FALLS MT 59403

Producer:

FRED S JAMES & CO OF WASH
WASH MUT SAV BK W 601 MAIN ST
SPOKANE WAS 99210

Producer-OPC: 009290-771

COMMISSION ADVICE FOR RENEWAL

***** TOTAL COMMISSION DUE \$214.97 COMMISSION RATE 9.4% *****

*** EXPLANATION OF COMMISSION ***

STATE	TOTAL PREMIUM	DISCOUNTED PREMIUM	GRADED COMM. RATE	ADJUSTED COMM. RATE	COMMISSION DUE
CALIF	\$1,550.00		10.0%		
IDA.	\$737.00		8.0%		
TOTAL		\$2,287.00		9.4%	\$214.97

COMMISSION IS CALCULATED BASED ON THE COMMISSION SCALE AND PREMIUM BEFORE PREMIUM DISCOUNT, APPLICABLE IN THE VARIOUS STATES. SINCE THE COMMISSION RATES ARE NOT ADJUSTED DURING THE POLICY TERM AND ONLY THE DISCOUNTED ADDITIONAL OR RETURN PREMIUMS ARE DISPLAYED ON ENDORSEMENT TRANSACTIONS, IT IS NECESSARY TO CONVERT THE COMMISSION RATES TO THE AVERAGE COMMISSION RATE SHOWN ABOVE. THIS RATE IS APPLICABLE TO THE TOTAL DISCOUNTED PREMIUM FOR THIS TRANSACTION AND IS ALSO USED FOR ALL FUTURE MONEY TRANSACTIONS UNTIL THE NEW RATE OF COMMISSION IS DEVELOPED AT THE TIME OF FINAL AUDIT.

* * * * *

Issue Date 05/07/86
H93069FH 11/82
PRODUCER COPY

Authorized Representative _____
005 00936 MC116 SEATTLE

H CF138



**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
POLICY AMENDATORY ENDORSEMENT
CALIFORNIA**

WC 04 03 01

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time,
forms a part of Policy No. _____ (Date)

of the _____
(Name of Insurance Company)

issued to

Authorized Representative

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in item 3 of the Information Page is subject to the following provisions:

1. Minors Illegally Employed - Not Insured

This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.

2. Punitive or Exemplary Damages - Uninsurable

This policy does not cover punitive or exemplary damages

where insurance of liability therefor is prohibited by law or contrary to public policy.

3. Application of Policy

Part One, "Workers' Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

This workers' compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.



4. Rate Changes

This policy is issued by us and accepted by you with the agreement that you will accept any increase in premium or in the rates of premium which may be promulgated under any rating plan approved by the Insurance Commissioner of the State of California, and that the effective date of any such increase shall be the effective date thereof fixed in accordance with the provisions of any such rating plan so approved by the Insurance Commissioner. Also the rates used to determine the premium are subject to increase during the term of the policy if an increase in rates applicable to policies in force is approved by the Insurance Commissioner of the State of California, and that the effective date of any such increase shall be the date fixed by the Insurance Commissioner.

5. Long Term Policy

If this policy is written for a period longer than one year, all

the provisions of this policy shall apply separately to each consecutive twelve month period, or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.

6. Statutory Provision

Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.



**PART TWO LIMIT OF LIABILITY ENDORSEMENT
CALIFORNIA**

Ed.8-84

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time,
forms a part of Policy No. _____ (Date)
of the _____ (Name of Insurance Company)
issued to _____

Authorized Representative

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because CALIFORNIA is shown in item 3.A of the Information Page.

gally liable to pay because of bodily injury to your employees if the bodily injury arises out of and in the course of employment that is subject to, and is compensable under, the workers compensation law of CALIFORNIA.

We may not limit our liability to pay damages for which we become le-



ENDORSEMENT
Workers Compensation and *****
Employers Liability Policy

Attached To And
Forming Part of
Policy Number: WC-L 16 94 69-01
Effective Date: 01/01/87
Policy Period:
From 05/15/86 To 05/15/87

Company: THE HOME INDEMNITY COMPANY

MANCHESTER, N.H.

Insured:

NATIONAL GENERAL SUPPLY, INC
& CARL WEISSMAN & SONS, INC
P.O. BOX 1609
GREAT FALLS MT 59403

Producer:

FRED S JAMES & CO OF WASH
WASH MUT SAV BK W 601 MAIN ST
SPOKANE WASH 99210

Producer-OPC:009290-771

OUTSTANDING RATE CHANGE ENDORSEMENT - IDAHO
WC 00 04 07

RATE CHANGES THAT APPLY TO THE POLICY HAVE BEEN APPROVED BY THE PROPER
REGULATORY AUTHORITY. THE CHANGES ARE SHOWN IN THE SCHEDULE.

SCHEDULE

STATE	DATE OF CHANGE	STATE COVERAGE % CHANGE	LONGSHOREMEN'S AND HARBOR WORKERS' ACT COVERAGE %
IDAHO	JANUARY 01, 1987	1.50 % INCREASE	

PREMIUM ADJUSTMENT TO BE MADE UPON AUDIT

All Other Terms And Conditions Remain Unchanged
Issue Date 01/30/87 Authorized Representative _____
H36134FH 11/82 000 2
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ENDORSEMENT
Workers Compensation and
Employers Liability Policy

Attached To And
Forming Part of
Policy Number: WC-L 16 94 69-01

Effective Date: 05/15/86

Policy Period:

From 05/15/86 To 05/15/87

MANCHESTER, N.H.

Company: THE HOME INDEMNITY COMPANY

Insured:

NATIONAL GENERAL SUPPLY, INC
& CARL WEISSMAN & SONS, INC
P.O. BOX 1609
GREAT FALLS MT 59403

Producer:

FRED S JAMES & CO OF WASH
WASH MUT SAV BK W 601 MAIN ST
SPOKANE WASH

Producer-OPC:009290-771

* THE ABOVE POLICY HAS BEEN DELETED FROM SYSTEM *
*

John C. James
11/17/87

FRED S. JAMES

FEB 17 1987

SPOKANE

All Other Terms And Conditions Remain Unchanged
Issue Date 02/05/87 Authorized Representative _____
H36134FH 11/82 2
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HH CF144



ENDORSEMENT
Workers Compensation and
Employers Liability Policy

Attached To And
Forming Part of
Policy Number: WC-L 16 94 69-01
Effective Date: 10/20/86
Policy Period:
From 05/15/86 To 05/15/87
MANCHESTER, N.H.

Company: THE HOME INDEMNITY COMPANY

Insured:

NATIONAL GENERAL SUPPLY, INC
& CARL WEISSMAN & SONS, INC
P.O. BOX 1609
GREAT FALLS MT 59403

Producer:

FRED S JAMES & CO OF WASH
WASH MUT SAV BK W 601 MAIN ST
SPOKANE WASH 99210

Producer-OPC:009290-771

PREMIUM DUE TO BE DETERMINED AT FINAL AUDIT.
IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:
SEE EXTENSIONS ATTACHED.

FRED S. JAMES

NOV 17 1986

SPOKANE

All Other Terms And Conditions Remain Unchanged
Issue Date 11/10/86 Authorized Representative _____
H36134FH 11/82 C
PRODUCER COPY 001 01336 MC110 SEATTLE H

CF145



EXTENSION OF INFORMATION PAGE
Workers Compensation And
Employers Liability Policy

Company:
THE HOME INDEMNITY COMPANY
MANCHESTER, N.H.

Location Of Operations

P.O. BOX 1609
GREAT FALLS WAMT 594

IDAHO

Item 4. (Continued)

Attached To And
Forming Part of
Policy Number: WC-L 16 94 69-01

Effective Date: 10/20/86

Extension Number 01-11-00-001

Insured:

NATIONAL GENERAL SUPPLY, INC
& CARL WEISSMAN & SONS, INC

Producer-OPC: 009290-771

FRED S JAMES & CO OF WASH

CLASSIFICATION OF OPERATIONS	Code No.	Est. Total Remun. ANNUAL	Rate per \$100 of Remun.	Est. Premium ANNUAL
SALESMEN, COLLECTORS OR MESSENGERS- OUTSIDE	8742	20,000	.67	134
<i>Employee of Carl Weissman & Sons</i>			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

All other terms and conditions remain unchanged.

Issue Date: 11/10/86 Authorized Representative _____

CARL WEISSMAN & SONS INCORPORATED

CORPORATE OFFICES • 420 THIRD STREET SOUTH • P.O. BOX 1609 • GREAT FALLS, MONTANA 59403-1609 • TELEPHONE (406) 761-4848

January 25, 1991

RECEIVED
1991 JAN 28 A 9 25
HOME INSURANCE COMPANY
DENVER, CO

Home Insurance Company
6000 Greenwood Plaza Blvd.
Greenwood Village, Colorado 80111

Attention: General Liability Claims Department

Re: Policy Number #GL1488251
Loss Date 1/22/87
John Hubbard

Gentlemen,

A summons and complaint has been issued against our company relative to this loss by Mr. Hubbard; you have been so notified by Sedgwick James.

We have copied this complaint to our regular counsel, Jack Lewis, of the Jardine, Stephenson law firm, in Great Falls. Jack, until you select an attorney for defense, is monitoring the situation and making any appearances that would be necessary to avoid default.

While the injuries suffered by Mr. Hubbard, were extremely severe, he is covered under the Workman's Compensation Act, and we should be immune to his suit. For the benefit of all concerned a quick resolution of this action is desired.

Very truly yours,

Jerrold A. Weissman
Jerrold A. Weissman
President

Served (1/18/91)
As Docket (1/19/91)

1/28/91
Dictated letter

SUMMIT

ROBERT W. ANDREA
JAN 23 1991



EASY LINK NATIONAL 62949662
INTERNATIONAL 9102401204

FACSIMILE (406) 761-4848 - EXT. 251
AFTER HOURS (406) 761-4988
WATS 1-800-332-5964

MA

CF147

FRED S. JAMES

JAN 29 1987

SPOKANE

CARL WEISSMAN & SONS

INCORPORATED

TELEPHONE 761-4648
AREA CODE 406
TELEX NO. 213141
WEISSMAN GRF

CORPORATE OFFICES
420 THIRD STREET SOUTH
P. O. BOX 1609
GREAT FALLS, MONTANA 59403-1609

January 26, 1987

Chris Bulger, Vice President
Fred S. James & Co Of Washington
P.O. Box 2151
Spokane, Washington 99210

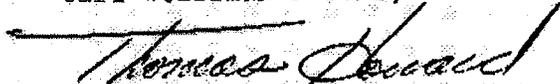
Dear Chris:

Re: John Hubbard, Accident 1/22/87

As per our telephone conversations of January 22nd and again this morning relative to the above mentioned industrial accident, enclosed is a copy of the 'Employers First Report Of Notice Of Injury' which we have turned into the State Of Montana, who is the carrier of our workers' compensation insurance.

We will forward any additional information and/or investigation reports to you as they become available to us.

Sincerely,
Carl Weissman & Sons, Inc.



Thomas Howard

1-29-87

Orig. to Home Ins - Seattle



Jan 22, 91 7:05 P.06

11 : # 6

CC111 G3 >

TEL NO. 5-4-90:11:10 AM

RECORDER 295 :

JAMES



Sedgwick James

Sedgwick James of Washington, Inc.

West 601 Main, Suite 1400, PO Box 2151, Spokane, Washington 99210-2151
Telephone (509) 358-3900. Telex 328463. Facsimile (509) 358-3937.

January 22, 1991

Home Insurance Company
6000 Greenwood Plaza Blvd.
Greenwood Village, CO 80111

Attn: General Liability Claims Department

RE: Insured: Carl Weissman & Sons
Policy Number: Policy #GL1488251
Date of Loss: 1/22/87
Plaintiff: John Hubbard

Gentlemen:

Enclosed please find a Summons & Complaint entitled Carl Weissman & Sons vs. John A. Hubbard.

This was served on Jerrold Weissman in Great Falls, Montana on January 18, 1991.

We are enclosing a copy of the claim file that was sent to your office on January 23, 1987, but you advised us that this was not a GL claim, but a Workers' Compensation claim. Per the attached Complaint, the claimant is alleging gross negligence. Therefore, we request you set up a claim under the General Liability coverage.

Please refer this matter to an attorney to appear on behalf of the insured and keep us advised regarding the status.

Also, please acknowledge receipt of this correspondence by signing, dating and returning a copy of this letter to our office.

If we may be of further assistance, please let us know.

Sincerely,

Janet Davey
Janet Davey,
Claims Department

Encl: S&C

cc: Thomas Howard

Date

Received by

Jan 22, 1991 2:01 P.M.

11:2

CCITT 88

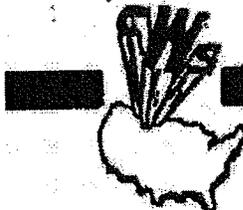
TEL NO.

5-4-90:10:57 AM

NOX TELECOPIER 295

ES

CF152



CARL WEISSMAN & SONS INCORPORATED

CORPORATE OFFICES * 420 THIRD STREET SOUTH * P.O. BOX 1609 * GREAT FALLS, MONTANA 59403-1609 * TELEPHONE (406) 761-4940

DATE: January 18, 1991

TELECOPY HEADER SHEET

Total number of pages 10 (Including this cover sheet).

Deliver to:

NAME: Gerry Bulger

FIRM NAME: Sedgwick James Of Washington, Inc.

CITY & STATE: Spokane, Washington

TELECOPY PHONE NUMBER: 509-455-3937

FROM: Thomas Howard

Fax No. (406) 761-4848 Ext. 251. (Have our operator give you the extension during business hours.) From 5:00 P.M. to 8:00 A.M., Mountain Time, Fax number is: (406) 761-4988.

COMMENTS:

Re: John A. Hubbard -vs- Carl Weissman & Sons, Inc.
John Hubbard's accident/injury was filed with Montana Workers' Compensation Division on January 22, 1987 and assigned their case number 3-87-08509. Please notify our carrier and advise if they will answer the summons served on us today.

EASY LINK NATIONAL 800-496-822
INTERNATIONAL 010-240-1204

FACSIMILE (406) 761-4848 - EXT. 251
MONTANA WATS 1-800-532-5904
WY, NE, SD, OR, WA, ID, UT WATS 1-800-547-0100

11:03
JAN 22, 91 2:02 P.03
C01110 G3 >

TEL NO. 19MES
XEROX TELECOPIER 295 : 5-4-90:10:58 AM

CLERK OF DISTRICT COURT
NANCY MORTON

90 JAN 22 PM 3:47

19287

JOHN A. HUBBARD
P. O. BOX 158
BLACK EAGLE, MT. 59414

FILED
BY *[Signature]*
DEPUTY

*10/14/91
M. M. G. G.*

IN THE DISTRICT COURT
OF THE STATE OF MONTANA
IN AND FOR THE COUNTY OF CASCADE

JOHN A. HUBBARD,
Plaintiff,

BDV-90-067
JOHN M. MCCARVEL

v.
CARL WEISSMAN & SONS, INC.
P. O. BOX 1609
GREAT FALLS, MT. 59403
Defendant.

COMPLAINT

COMES NOW, the plaintiff, John A. Hubbard, for his cause of action against the above-named defendant, claims as follows:

I.

That at all times material, herein, defendant was a corporation, duly organized and existing under the laws of the State of Montana, operating a retail store, automotive store, salvage and scrap yard within the State of Montana and elsewhere in the District and County wherein this action is filed;

II.

That the plaintiff was employed by said defendant as a crane operator and laborer when on January 22, 1987 he was severely injured in an accident on the employer's crane causing the amputation of his right arm to the shoulder, facial cuts, severe wrenching of his body and trauma.

CF159

III.

That the reason for this accident is as follows:

IV.

On January 22, 1987, the plaintiff was greasing a 30 ton Northwest Crane. I was in the process of greasing the clutch gear. The gear itself is four feet across with about a five inch face. The crane was running at the time for better lubrication. The plaintiff was shown how to do this by Don Mitchell, Head Mechanic for Weissman's. Also, it should be noted that the crane had been modified; the old diesel engine taken out and replaced with a 440 electric motor. When this was done the gear guards had been removed and were never put back on. Thus leaving the gears exposed to weather and creating a hazardous situation. A diagram of the gear guards that are missing are located on Sheet 6280. This dangerous situation that was left should not have been and the plaintiff feels that the State of Montana Worker's Compensation Division, OSHA, and Carl Weissman & Sons, Inc. should be held responsible.

V.

The plaintiff lost his right arm when his jean jacket sleeve got caught in between the clutch gear and drive gear of the crane due to no gear guards being in place as required by the laws of both OSHA and Worker's Compensation standards of safety. The plaintiff's right arm was chewed from the fingertips up the arm to the right shoulder and one of the cogs on the gear wheel cracked his head open. All the while plaintiff was struggling to get free. Plaintiff's chest started to split when he was violently jerked down. This happened due to the slip clutch to the left of him caught the tail of plaintiff's jacket jerking him down and breaking the right arm off at the shoulder; then slinging him around like a rag doll and, using a kerchief around plaintiff's neck like a tourniquet until it tore free slamming him to the deck of the crane.

CF160

VI.

The slip clutch spins about 2400 rpms. Plaintiff was slung around four or five times then his coat tore free slamming him to the deck of the crane..he blacked out for a few seconds, then came to and pushed himself off the deck of the crane which is about four and a half feet off the ground and landed on some cut up train tressel which cut up his face and cut his hip open..he blacked out again for a few seconds, coming to and feeling so weak he knew he was bleeding to death. He then grabbed his right shoulder trying to put pressure on it to slow the bleeding. He then got to his feet, blood was everywhere; he felt weak and dizzy and he staggered for the Scale House, falling down a few times. He got to the Scale House where Wayne Munn's semi was getting weighed and used it and the Scale House to keep him on his feet. He finally reached the stairway and went up into the Scale House. Everyone was shocked to see him; there was blood and grease all over him; strips of ripped muscle tissue hanging down from where his right arm used to be.

Fred LaRocque, Purchasing Agent for Weissmans, had him lay down and he pinched off the main artery that went to the Plaintiff's arm. Plaintiff had lost six units of blood out of eight and walked thirty yards to get to the Scale House for help.

VII.

After the plaintiff was in the hospital OSHA went to inspect the scene of the accident and found Weissmans crane to be in violation of safety standards, especially no gear guards. Weissmans was cited and fined and the crane was shut down until all safety violations were fixed.

VIII.

The following are acts of negligence and non-compliance.

1. If the State of Montana Workers Compensation Division insures Weissmans then where are their inspections and safety standards . . . plaintiff has never seen them in the five years he worked at Weissmans.
2. If OSHA reserves for the Federal Government the chore of developing safety standards for businesses and enforcing those regulations, then why have they (the regulations) never been seen or enforced in the five years I was at Weissmans?

3.

OSHA came in after this accident and found Weissmans guilty of safety infractions. This certainly breaks any safety standards binding Weissmans with the State of Montana Workers Compensation Division.

IX.

OSHA is guilty of non-compliance of their own regulations. State of Montana Workers Compensation Division is guilty of non-compliance of their rules and regulations governing safety standards.

Weissmans is guilty of gross negligence and of non-compliance of both OSHA's and State of Montana Workers Compensation Division rules and regulations as well as safety standards. They also violated the Montana Safety Act of 1969 which directs the State Workers Compensation Division to inspect the safety of machinery and appliances used by businesses, and OSHA's Federal Government claim to supercede the State's inspections and regulations of safety standards. All these organizations are guilty of non-compliance of their very own rules and regulations.

Therefore, I find their claim to immunity from prosecution null and void on the grounds they breeched their very own safety standards rules and regulations.

X.

That as a direct result of the aforesaid negligence and safety violations the plaintiff sustained loss of his right arm, facial lacerations, tissue and muscle damage, back, neck and arm pain as well as depression, anguish and emotional problems. A further result of the defendant's negligence plaintiff has sustained loss of wages and a permanent diminution of his earning capacity. And that plaintiff's children have been deprived of a decent standard of living through the loss of the plaintiff's earning power due to this accident.

11 : # 1
Jan 22, 91 7:01 P.01
CC11

JAMES
XEROX TELECOPIER 295 : 5-4-90:11:06 AM: TEL No.

CF162

XI.

WHEREFORE, plaintiff respectfully prays that judgment be entered against the above-named defendant in the amount of 5.5 million dollars, together with all costs and disbursements.

Dated: Jan 21, 1990

John A. Hubbard
John A. Hubbard

together with all

THE HOME
INSURANCE
COMPANY



2000 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE CO 80111

303-740-1900

January 29, 1991

Carl Weissman & Sons
Attention: Mr. Jerrold A. Weissman,
President
420 Third St., South
P.O. Box 1609
Great Falls, MT 59403-1609

RE: John Hubbard v. Carl Weissman & Son
Date of Occurrence: January 22, 1987

Dear Mr. Weissman:

We have received a copy of a Summons and Complaint filed by plaintiff John Hubbard against Carl Weissman & Sons which has been filed in the District Court, State of Montana, County of Cascade, Montana, Complaint No. BDV-90-067. This Complaint was filed on January 22, 1990 and is alleged to have been served on January 18, 1991.

We have requested copies of your policies of insurance and hope that they will be in our possession shortly. Once we have received your insurance policies covering this period of time when this accident occurred we will be in further contact with you advising whether or not coverage will respond for the allegations set forth in this Complaint.

We have also received your correspondence of January 25, 1991 advising that you have assigned your regular counsel, Mr. Jack Lewis of the Law Office of Jardine, Stephenson to monitor this litigation and to protect your Company from a Default Judgment.

We will communicate with Mr. Lewis and with you prior to the due date for answering this Complaint which has been set for February 7, 1991.

Your insurance agent had previously forwarded a notice of loss to our Seattle, Washington Claims Department on January 23, 1987. This loss notice informed us that your employee Mr. Hubbard was injured and that they were reporting this incident to the State Industrial Division of Workers Compensation for handling.

CF164

The Home Insurance Company therefore took no action via its policy of insurance as the loss was clearly identified as a Workers Compensation matter handled by the State Industrial Commission.

Should you have any questions prior to The Home Insurance Company responding to coverage which may or may not be provided under your policies of insurance, please feel free to call upon me.

Very truly yours,

Robert W. Andrea
Claim Technical Advisor

RWA/ht060

cc Sedgwick James of Washington Inc.
West 601 Main, Suite 1400
P.O. Box 2151
Spokane, WA 99210-2051
Attention: Judy Arndt

Jack Lewis
Law Office of Jardine, Stephenson, Blewett & Weaver
Seventh Floor - First National Bank Bldg.
P.O. Box 2269
Great Falls, MT 59403

**THE HOME
INSURANCE
COMPANY**



6600 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111

303-740-1900

February 4, 1991

Carl Weissman & Sons
Attention: Mr. Jerrold A. Weissman,
President
420 Third St., South
P.O. Box 1609
Great Falls, MT 59403-1609

**CERTIFIED MAIL RETURN
RECEIPT REQUESTED**

RE: John Hubbard v. Carl Weissman & Sons
Date of Occurrence: January 22, 1987
Claim File #: 441-L-721111/600

Dear Mr. Weissman:

We have previously acknowledged receipt of the Summons and Complaint via my correspondence to you of January 29, 1991.

We have now received a copy of your insurance policies which provided coverage for the date of this occurrence in 1987. It is with regret that coverage cannot be afforded to you for the allegations set forth in the Complaint which has been filed by Mr. John Hubbard in the Eighth Judicial District Court, Cascade County, State of Montana, Cause No. BDV-90-067.

Mr. Hubbard states that he was an employee of Carl Weissman & Sons as a crane operator and laborer on January 22, 1987 and that while he was greasing a 30 ton Northwest Crane he was caused to be severely injured.

A review of your policies of insurance, Policy No. GL1488251 with inception date of 4/1/86, expiration date of 4/1/87 discloses that coverage would not respond to the injury sustained by your employee in this accident.

Coverage is afforded to Carl Weissman & Sons via Comprehensive General Liability Insurance under the Basic Form of H21013F which is modified by Broad Form Comprehensive General Liability Endorsement L-6111 and further modified by Amendatory Endorsement L-6178. Under Form L-6178 coverage would not be provided.

CF166

It is agreed that the exclusion relating to bodily injury to any employee of the insured is deleted and replaced by the following:

"This insurance does not apply:

- (i) To bodily injury to any employee of the insured arising out of and in the course of his employment by the insured for which the insured may be held liable as an employer or in any other capacity:
- (ii) To any obligation of the insured to indemnify or contribute with another because of damages arising out of the bodily injury:"

We have also reviewed your Workers Compensation and Employers Liability policy, Policy No: WC-L 16 94 69-01 which had an effective date of May 15, 1986 and an expiration date of May 15, 1987.

In reviewing your Workers Compensation coverage No. 3.A- Workers Compensation Insurance: it is noted that Workers Compensation insurance is provided in the States of California and Idaho.

Under Section 3. B-Employers Liability Insurance: it is noted that Part 2 of the policy applies to work in each state listed in Item 3.A which has been previously stated as the States of California and Idaho.

It is therefore with regret that coverage cannot be provided for the allegations set forth in the Complaint by your employee Mr. John Hubbard under either your General Liability policy or your Workers Compensation policy.

I have informed your counsel, Mr. Jack Lewis of the Law Office of Jardine, Stephenson, Blewett and Weaver of our decision so that he may communicate with you prior to the due date of this Complaint set for February 7th and take whatever steps are necessary to protect your interests.

Should you have any questions regarding our decision made on this matter, please feel free to call upon me.

Very truly yours,

Robert W. Andrea
Claim Technical Advisor

RWA/ht04

cc Law Office of Jardine, Stephenson, Blewett & Weaver
 Attention: Jack Lewis
 7th Floor First National Bank Bldg.
 P.O. Box 2269
 Great Falls, MT 59403

Sedgwick James of Washington, Inc.
 West 601 Main, Suite 1400
 P.O. Box 2151
 Spokane, WA 99210-2051
 Attention: Judy Arndt

Bob Ellis, Denver

P 883 312 747

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
 NCT FOR INTERNATIONAL MAIL
 (See Reverse)

SENT TO
 CARL WEISSMAN & SONS Pres
 Attn Mr. Jerrold A. Weissma
 Street and No. BOX
 420 3rd St. SO, P.O. 1609
 P.O., State and ZIP Code
 Great Falls, MT 59403-1609
 Postage \$
 Certified Fee
 Special Delivery Fee
 Restricted Delivery Fee
 Return Receipt showing to whom and Date Delivered
 Return Receipt showing to whom, Date, and Address of Delivery
 TOTAL Postage and Fees \$
 Postmark or Date

PS Form 3800, June 1985

● SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
 Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional service(s) requested.

1. Show to whom delivered, date and addressee's address. 2. Restricted Delivery (Extra charge) 441-1-721111/600 (Extra charge)

3. Article Addressed to:
 CARL WEISSMAN & SONS
 ATTN MR. JERROLD A. WEISSMAN
 PRESIDENT
 420 THIRD ST S
 P.O. BOX 1609
 GREAT FALLS MT 59403-1609

4. Article Number:
 P 883 312 747

Type of Service:
 Registered Insured
 Certified COB
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED

5. Signature of Addressee
 X

6. Signature of Agent
 X

7. Date of Delivery
 X 2-7-91

8. Addressee's Address (ONLY if requested and fee paid)

RECORDS RECEIVED
 MAR 1 1991

PS Form 3811, Apr. 1989

DOMESTIC RETURN RECEIPT

CF168

Pfennigs

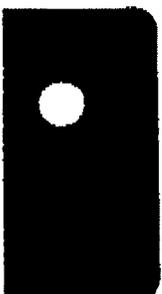
MONTANA EIGHTH JUDICIAL DISTRICT COURT, CASCADE COUNTY

JOHN A. HUBBARD,)	
)	
Plaintiff,)	CAUSE NO. BDV-90-067
vs.)	
CARL WEISSMAN & SON'S INC.)	ORDER
)	
Defendant.)	

7/14 11/28

This matter came to hearing on Defendant's Motion for Summary Judgment on Wednesday, October 22, 1997, at 10:00 a.m. with Defendant Carl Weissman & Son's Inc. represented by Robert B. Pfennigs and Plaintiff John Hubbard present in Court and represented by Michael R. Tramelli.

This Court, upon considering the briefs and argument of Counsel, has determined to deny the motion for summary judgment in light of the Supreme Court decision Lockwood v. W.R. Grace & Co., 272 Mont. 202, 900 P.2d 314 (1995). The Defendant argues that this lawsuit is precluded by the exclusivity provision of Section 39-71-411, MCA, which makes workers compensation coverage Mr. Hubbard's exclusive remedy. Until the decision in Lockwood, it appears that the Montana Supreme Court has consistently held as stated by Defendant, unless the Plaintiff alleges intentional and malicious conduct and shows actual intent to injure the particular Plaintiff by the employer. Lockwood, however, appears to expand the intentional tort exception to the exclusivity rule when it holds that "intent to injure does not mean desire to injure; it means that the employer intended that the employee should undergo the injury -- the exposure to the harm -- of which the employer knew on a daily basis," citing 2A Larsons's Worker's Compensation Law, Section 68.15(e), at 13-107.



J.S.B.W.

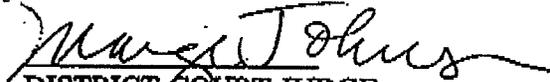
NOV 19 1997

In this case, the Complaint as drafted does not include such an allegation and must be amended, but the information submitted in opposition to the motion for summary judgment and the claims of intentional actions by which the employer knowingly exposed this Plaintiff to the injury which he suffered, indicates that the Plaintiff may be able to present a jury issue on that point and should be allowed to amend the complaint to state a claim.

IT IS HEREBY ORDERED that:

1. Defendant's Motion for Summary Judgment is denied.
2. Plaintiff is granted ten days within which to amend his Complaint.

DATED this 11th day of November, 1997.


DISTRICT COURT JUDGE

cc: Robert B. Pfennigs
Michael R. Tramelli

JARDINE, STEPHENSON, BLEWETT & WEAVER, P.C.

ATTORNEYS AT LAW

JAMES E. AIKEN
GARY W. BJELLAND
ALEX BLEWETT
FRANCIS X. CLINCH
DONALD J. HAMILTON
LON T. HOLDEN
JON J. KUDRNA
JACK L. LEWIS
BRION C. LINDSETH
SUE ANN LOVE
GEORGE N. McCABE
ROBERT B. PFENNIGS

GREAT FALLS OFFICE:
300 CENTRAL AVENUE,
SEVENTH FLOOR, U.S. BANK BUILDING
P.O. BOX 2269
GREAT FALLS, MONTANA 59403-2269
TEL: (406)727-5000
FAX: (406) 761-4273

MISSOULA OFFICE:
216 EAST PINE, SUITE 200
P.O. BOX 5959
MISSOULA, MONTANA 59802-8959
TEL: (406)543-3547
FAX: (406)721-4346

K. DALE SCHWANKE
MARTIN H. SINCLAIR
JOHN D. STEPHENSON
BRIAN L. TAYLOR
PATRICK R. WATT

SPECIAL COUNSEL
TIMOTHY J. WYLDER

RETIRED
JOSEPH G. MUDD
JOHN H. WEAVER

E-MAIL: bpfennigs@jardinelaw.com

PLEASE RESPOND TO THE GREAT FALLS OFFICE

April 14, 2000

VIA FAX - (714) 579-2679

Risk Enterprise Management Limited
Attn: Anne Galasso
P.O. Box 600
Brea, CA 92822

Re: John Hubbard v. Carl Weissman & Sons, Inc.
REM's Principal: Home Insurance Company
Insured: Carl Weissman & Sons, Inc.
Claimant: John Hubbard
Home Insurance Claim No: 441-L-721111\600
Home Insurance Policy No: GL1488251
Our File No. 83500-00435

Dear Ms. Galasso:

Pursuant to our recent telephone conversation, forwarded to you with this letter is a copy of the Second Amended Complaint filed against Carl Weissman in the above-referenced matter. Tender of defense for this claim is made to your client, Home Insurance Company. There is some urgency in getting defense counsel assigned to this matter as there are outstanding discovery requests that need to be answered as soon as possible.

I look forward to hearing from you at your earliest opportunity.

Very truly yours,

JARDINE, STEPHENSON, BLEWETT & WEAVER, P.C.

By: 
Robert B. Pfennigs

RBP:ls

Enc: Second Amended Complaint

*Phone (406) 771-0007
Fax (406) 452-9380
Send to Gary Zedich Esq
Walter Alexander, Zedich
& Higgins PC.
PO Box 1746
Great Falls, Montana
59403*

FROM : LAW OFFICES

FAX NO. : 4067610990

APR 14 2000 02:41PM P4

SKORHEIM LAW OFFICE
Randall O. Skorheim
P.O. Box 401
121 Fourth Street North, Suite 2-G
Great Falls, Montana 59403
(406) 727-1332

MICHAEL R. TRAMELLI
Attorney at Law
104 Second Street South
Great Falls, Montana 59401-3645
(406) 761-0990

Attorneys for Plaintiff

MONTANA EIGHTH JUDICIAL DISTRICT COURT, CASCADE COUNTY

JOHN A. HUBBARD, Plaintiff, vs. CARL WEISSMAN & SONS INC., Defendant.	CAUSE NO.: BVD-90-067
---	-----------------------

SECOND AMENDED COMPLAINT AND JURY TRIAL DEMAND

COMES NOW, Plaintiff, John A. Hubbard, by and through his attorneys, Randall O. Skorheim and Michael R. Tramelli, and hereby amends the Complaint as follows:

COUNT I

1. That at all times material, herein, Defendant was a corporation, duly organized and existing under the laws of the State of Montana, operation a retail store, automotive store, salvage and scrap yard within the State of Montana and elsewhere in the district and county wherein this action is filed.
2. That the Plaintiff was employed by said Defendant when on January 22, 1987 he was severely injured while greasing a 30 ton Northwest Crane. The crane latched on to Plaintiff's right hand pulling him into the crane and ripping his arm off at the shoulder. In addition, the Plaintiff suffered other severe trauma to his body, including facial cuts.
3. The Defendant knowingly removed the gear guards from the crane before the Plaintiff was employed by the Defendant. Defendant knowingly placed the Plaintiff in a position of extreme danger by ordering Plaintiff to grease the gears of the crane while it was still running.
4. As a result of the foregoing, the Defendant had knowledge of the facts or intentionally disregarded facts that created a high probability of injury to the Plaintiff and deliberately proceeded to act in conscience disregard of the high probability of injury to the Plaintiff and deliberately proceeded to

CF170

FROM : LAW OFFICES

FAX NO. : 4067610990

14 2000 02:42PM P5

5. As a result of said Defendant's injury of Plaintiff, Plaintiff has suffered severe permanent physical and emotional injuries and incurred special and general damages in an amount to be determined by a jury.

COUNT II

- 1. Plaintiff repeats and alleges all allegations contained in Count I herein.
- 2. As a result of the foregoing, the Defendant inflicted emotional distress on the Plaintiff and caused further general and special damages in an amount to be determined by a jury.

WHEREFORE, Plaintiff respectfully prays as follows:

- 1. That Plaintiff be awarded general and special damages in an amount to be determined by a jury;
- 2. That Plaintiff be awarded punitive damages in amount to be determined by a jury;
- 3. Plaintiff be awarded all costs and expenses incurred in bringing this action allowed by law;
- 4. Any such other further relief that this Court deems just and equitable.

PLAINTIFF DEMANDS TRIAL BY JURY

DATED this 10 day of March, 2000.

SKORHEIM LAW OFFICE

TRAMELLI LAW OFFICE


 Randall O. Skorheim

 Michael R. Tramelli

REM[®]

April 17, 2000

Robert B. Pfennigs, Esq.
 Jardine, Stephenson, Blewett & Weaver, P.C.
 P.O. Box 2269
 Great Falls, Montana 59403-2269

• RISK
 ENTERPRISE
 MANAGEMENT
 LIMITED

RE: *John Hubbard vs. Carl Weissman & Sons, Inc.*
 REM's Principal: Home Insurance Company
 Insured: Carl Weissman & Sons, Inc.
 Claimant: John Hubbard
 Date of loss: January 22, 1987
 File No.: 441-721111-230

Dear Mr. Pfennigs:

Please be advised Risk Enterprise Management Limited (REM) has been appointed the claims administrator on behalf of Home Insurance Company. By means of this letter we acknowledge receipt of the complaint and the tender of defense of Carl Weissman & Sons, Inc. with respect to this matter.

At this time Home is reserving its rights to conduct a coverage investigation with respect to this matter. We are in the process of having the file recalled from storage and in obtaining a copy of the policy in effect on this date of loss. Potential coverage issues deal with whether Stop Gap coverage was obtained, as generally speaking, injury to employees is excluded from a general liability policy. Also, we note punitive damages are sought, and we will need to review the coverages to ascertain if punitive damages are covered. Again, generally speaking, punitive damages go to potential intentional acts. Intentional acts are not generally covered under a general liability policy.

Nonetheless, Home has assigned defense counsel to represent Carl Weissman & Sons in this matter. Defense counsel is Gary Zadick, Esq. of the Ugrin, Alexander, Zadick & Higgins firm. Home is reserving its rights to withdraw from the defense if our continuing coverage investigation reveals there is no duty on the part of Home Insurance Company to defend or indemnify the insured in this matter. We will review

• P.O. BOX 600
 BREA, CA 92822
 714 579 2500
 800 347 2505

CF172

Page 2

the coverages and the file documents immediately upon receipt and advise you of any coverage issues.

At this time we request you forward copies of all pleadings, as well as copies of any of the insured's file documents, copies of any medical reports, investigative reports, demands, correspondence, etc. with respect to this claim to Mr. Zadick.

Should you have any questions, do not hesitate to contact the undersigned at (714)579-2556.

Sincerely,

RISK ENTERPRISE MANAGEMENT LIMITED
ON BEHALF OF HOME INSURANCE COMPANY

Ann E. Galasso
Claims Supervisor

CF173

REM[®]

April 20, 2000

Robert B. Pfennigs, Esq.
 Jardine, Stephenson, Blewett & Weaver, P.C.
 P.O. Box 2269
 Great Falls, Montana 59403-2269

● RISK
 ENTERPRISE
 MANAGEMENT
 LIMITED

RE: *John Hubbard vs. Carl Weissman & Sons, Inc.*
 REM's Principal: Home Insurance Company
 Insured: Carl Weissman & Sons, Inc.
 Claimant: John Hubbard
 Date of loss: January 22, 1987
 File No.: 441-721111-230

Dear Mr. Pfennigs:

Please be advised Risk Enterprise Management Limited (REM) has been appointed the claims administrator on behalf of Home Insurance Company with respect to this matter.

As we advised you in our letter of April 17, 2000, Home Insurance Company was reserving its' rights to conduct a coverage investigation with respect to this matter. Home's coverage investigation has been completed and we must advise you there is no coverage for this loss under the Home general liability policy. This will be discussed in further detail below. As there is no coverage for this claim, Home is advising you, as the insured's personal counsel, that Home is withdrawing from the defense of this matter. We are giving you 30 days notice in this regard. Thus, as of Monday May 22, 2000, Home Insurance Company will no longer be responsible for any defense costs incurred with respect to this matter. By cc of this letter to both the insured and Gary Zadick, Esq., we are advising them of the date of withdrawal of the defense.

Our understanding of the facts of this loss are that Mr. Hubbard was an employee of Carl Weissman & Sons, working as a crane operator and laborer. On January 22, 1987, he was performing some type of greasing operations on the crane when he was severely injured allegedly as a result of these operations.

● P.O. BOX 600
 BREA, CA 92822
 714 579 2500
 800 347 2505

CF174

Home issued policy GL 1488251, effective April 1, 1986 to April 1, 1987. Limit of liability was \$1 million per occurrence and in the aggregate. The policy states as follows:

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of

- A. **bodily injury** or
- B. **property damage**

to which this insurance applies, caused by an **occurrence**, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (i) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;

Definitions

When used in this policy (including endorsements forming a part hereof):

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

While there is an endorsement providing Employee Benefits coverage, this coverage does not apply, as the loss does not fall within the administration of Employee Benefits Programs. This is defined as follows:

2. "Employee Benefits Programs": The term "Employee Benefits Programs" means (a) group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social security benefits, disability benefits, and (b) any other similar employee benefits instituted after the effective date of this endorsement, provided this Company is notified within thirty days after the institution of such benefits.
3. "Administration": The unqualified word "administration" whenever used shall mean:
 - (a) Interpreting the Employee Benefits Programs;
 - (b) Handling of records in connection with the Employee Benefits Programs;
 - (c) Effective enrollment, termination or cancellation of employees under the Employee Benefits Programs; provided all such acts are authorized by the Named Insured.

Exclusions

1. This endorsement does not apply to:
 - (b) bodily injury to or sickness, disease or death, of any person, or to injury to any tangible property, including the loss of use thereof;

Additionally, we note the policy has an amendatory endorsement under Form L8178, which states as follows:

It is agreed that the exclusion relating to **bodily injury** to any employee of the **insured** is deleted and replaced by the following:

This insurance does not apply:

- i) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** for which the **insured** may be held liable as an employer or in any other capacity;
- ii) to any obligation of the **insured** to indemnify or contribute with another because of damages arising out of the **bodily injury**;

Page 4

This exclusion applies to all claims and suits by any person or organization for damages because of such **bodily injury** including damages for care and loss of services.

This exclusion does not apply to liability assumed by the **insured** under an **incidental contract**.

Coverage was previously disclaimed to the insured for the original suit filed and served in 1991. I enclose a copy of the original declination for your review.

We also note that workers comp coverage appears to have been obtained under Home policy WC-L 169469-01, a copy of which is enclosed for your files. However, this policy appears to apply to California and Idaho only, as listed in section 3 A of the declarations page. As such, it does not appear that the workers comp policy would apply to this loss either. However, I have forwarded a copy of the file and the policy to Maggie Sikes in the workers comp department for review and analysis by workers comp.

As indicated, there is no coverage under the GL policy issued by Home Insurance for this claim. Home will not continue its defense of the insured, nor will they indemnify the insured for any losses arising from this claim. Home's withdrawal of the defense of the insured will be effective Monday May 22, 2000, and Home will not be obligated in any manner to continue providing defense after that date.

This letter is not meant to be an exhaustive recitation of the policy or any other terms, conditions, endorsement or exclusions which may be applicable to this claim. Home reserves the right to amend this disclaimer at any time and reserves the right to cite any other policy terms, conditions, endorsements or exclusions. Home reserves the right to litigate all issues of coverage.

Should you have any questions, do not hesitate to contact the undersigned directly at (714)579-2556.

Sincerely,

RISK ENTERPRISE MANAGEMENT LIMITED
ON BEHALF OF HOME INSURANCE COMPANY



Ann E. Galasso
Claims Supervisor

CF177

Page 5

cc: Jerrold A. Weissman
Carl Weissman & Sons, Inc.
P.O. Box 1609
Great Falls, Montana 59403

Gary Zadick, Esq.
Ugrin, Alexander, Zadick & Higgins

CF178

SKORHEIM LAW OFFICE
Randall O. Skorheim
P.O. Box 401
121 Fourth Street North, Suite 2-G
Great Falls, Montana 59403
(406) 727-1332

MICHAEL R. TRAMELLI
Attorney at Law
104 Second Street South
Great Falls, Montana 59401-3645
(406) 761-0990

Attorneys for Plaintiff

MONTANA EIGHTH JUDICIAL DISTRICT COURT, CASCADE COUNTY

JOHN A. HUBBARD,
Plaintiff,

vs.

CARL WEISSMAN & SONS INC.,
Defendant.

CAUSE NO.: BVD-90-067

MOTION TO AMENDED COMPLAINT

COMES NOW, Randall O. Skorheim, co-counsel for the Plaintiff herein, moves this Court for its Order allowing Plaintiff to amend his complaint herein.

A copy of said proposed FOURTH AMENDED COMPLAINT is attached hereto by this reference is incorporated herein.

DATED this 5th day of October, 2000.

SKORHEIM LAW OFFICE


Randall O. Skorheim

J.S.B.W.

OCT 06 2000

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Amended_Complaint_4.wpd

SKORHEIM LAW OFFICE
Randall O. Skorheim
P.O. Box 401
121 Fourth Street North, Suite 2-G
Great Falls, Montana 59403
(406) 727-1332

MICHAEL R. TRAMELLI
Attorney at Law
104 Second Street South
Great Falls, Montana 59401-3645
(406) 761-0990

Attorneys for Plaintiff

MONTANA EIGHTH JUDICIAL DISTRICT COURT, CASCADE COUNTY

JOHN A. HUBBARD,
Plaintiff,

vs.

CARL WEISSMAN & SONS INC.,
Defendant.

CAUSE NO.: BVD-90-067

FOURTH AMENDED COMPLAINT AND JURY TRIAL DEMAND

COMES NOW, Plaintiff, John A. Hubbard, by and through his attorneys, Randall O. Skorheim and Michael R. Tramelli, and hereby amends the Complaint as follows:

COUNT I

1. That at all times material, herein, Defendant was a corporation, duly organized and existing under the laws of the State of Montana, operating a retail store, automotive store, salvage and scrap yard within the State of Montana and elsewhere in the district and county wherein this action is filed.
2. That the Plaintiff was employed by said Defendant when on January 22, 1987 he was severely injured while greasing a 30 ton Northwest Crane. The crane gears latched on to Plaintiff's right hand pulling him into the crane and ripping his arm off at the shoulder. In addition, the Plaintiff suffered other severe trauma to his body, including facial cuts.
3. The Defendant knowingly operated a crane after the gear guard had been removed. Defendant knowingly placed the Plaintiff in a position of extreme danger by exposing Plaintiff to the Crane without any gear guards.

4. As a result of the foregoing, the Defendant had knowledge of the facts or intentionally disregarded facts that created a high probability of injury to the Plaintiff and deliberately proceeded to act in conscience disregard of the high probability of injury to the Plaintiff and deliberately proceeded to act with indifference to the high probability of injury to the Plaintiff.
5. Plaintiff has suffered severe permanent physical and emotional injuries and incurred special and general damages in an amount to be determined by a jury.

COUNT II

1. Plaintiff repeats and alleges all allegations contained in Count I herein.
2. As a result of the foregoing, the Defendant inflicted emotional distress on the Plaintiff and caused further general and special damages in an amount to be determined by a jury.

COUNT III

1. Plaintiff repeats and alleges all allegations contained in Counts I and II herein.
2. The Plaintiff's injuries were caused in part by Defendant's allowing a crane to be operated with no gear guards in violation of 29 CFR Ch XVII, §1910.179(6) and §1926.550(8).
3. That at the time of Plaintiff's injuries, said crane was not being operated by a licensed crane engineer, in violation of 50-76-100 et seq., M.C.A.
4. That as a result of the foregoing violations, the Defendant was negligent per se in causing Plaintiff's injuries.

COUNT IV

1. In the alternative, the Defendant has a duty to provide a reasonably safe workplace and reasonably safe tools and appliances pursuant to 50-71-201, M.C.A.
2. The Defendant failed to provide the Plaintiff with a reasonably safe place to work.
3. Further, the Defendant failed to provide the Plaintiff with reasonably safe tools and appliances.
4. That as a result of the foregoing, the Plaintiff has suffered severe, permanent physical injuries and has suffered general and special damages in an amount to be determined by a jury.

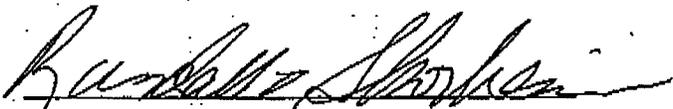
WHEREFORE, Plaintiff respectfully prays as follows:

1. That Plaintiff be awarded general and special damages in an amount to be determined by a jury;
2. That Plaintiff be awarded punitive damages in an amount to be determined by a jury;
3. Plaintiff be awarded all costs and expenses incurred in bringing this action allowed by law;
4. Any such other further relief that this Court deems just and equitable.

PLAINTIFF DEMANDS TRIAL BY JURY

DATED this 5th day of October, 2000.

SKORHEIM LAW OFFICE

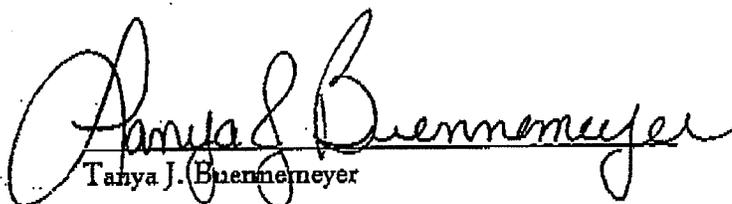


Randall O. Skorheim

CERTIFICATE OF SERVICE

I, hereby certify that a true and correct copy of the FOURTH AMENDED COMPLAINT AND JURY DEMAND was deposited on the 5th day of October, 2000, at the Great Falls, Post Office, postage prepaid and directed to the following:

JARDINE, STEPHENSON, BLEWETT & WEAVER, P.C.
Robert B. Pfennigs, Attorney at Law
P.O. Box 2269
Great Falls, Montana 59403-2269


Tanya J. Buennemeyer

STIPULATION

This stipulation made this 3rd day of November, 2000, by Plaintiff John A. Hubbard of Great Falls, Montana, and Defendant Carl Weissman & Sons, Inc. of Great Falls, Montana.

RECITALS

The parties to this stipulation are currently involved in an action filed in the Montana Eighth Judicial District Court, Cascade County, Cause Number BVD-90-067 entitled John A. Hubbard v. Carl Weissman & Sons, Inc. Trial of the cause is currently scheduled to begin before the aforementioned court on January 8, 2001.

The claim being made against Carl Weissman & Sons, Inc. by John A. Hubbard arises as the result of an accident occurring on or about January 22, 1987, when during the course and scope of his employment with Carl Weissman & Sons, Inc., John A. Hubbard's arm became entangled in the gears of a crane, causing him to suffer serious bodily injury.

On January 22, 1987, the date of the aforementioned accident, Carl Weissman & Sons, Inc., was insured under a comprehensive general liability policy issued by The Home Insurance Company as policy number GL-1 48 82 51. Carl Weissman & Sons, Inc. is unaware of any other insurance policies that may be applicable to the claims made by John A. Hubbard in Cause No. BDV-90-067.

Carl Weissman and Sons, Inc. has informed John A. Hubbard that The Home Insurance Company has refused numerous times to defend or agree to indemnify Carl Weissman & Sons, Inc. for the claims made against it by John A. Hubbard.

Carl Weissman & Sons, Inc. has confessed its liability for the injuries suffered by John A. Hubbard in the aforementioned cause by a separate document that will be filed with the Court in this matter. The purpose of the confession of liability, as well as this stipulation is to avoid any personal or corporate liabilities to all of the parties identified herein that may be occasioned by The Home

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Insurance Company's refusal to either indemnify or defend its insured in the above described civil
on. The parties that are specifically included in this stipulation as those protected from personal
and corporate liability by this stipulation, as well as the covenant not to execute, are those identified in
the Named Insured Endorsement of policy number GL-1 48 82 51 to wit: Carl Weissman and Sons,
Inc., National General Supply, Inc., Northwest Fence Products, Co., North Warehouse Distributors,
Inc., Three W's, Inc., Two Eighteen Corporation, Third Avenue Corporation, Steel Warehouse
Corporation, Montana Compressed Steel Corporation, Maurice and Leonard Weissman, DBA: The
Three W's, a partnership, Carl Weissman and Sons, Inc., DBA: Weissman Cecess Store, Northwest
Fence Erectors Company, Leonard B. Weissman, Maurice B. Weissman, Jerrold A. Weissman, as well
as the officers, directors, stockholders, employees and agents of any of the aforementioned persons
and/or entities. A copy of the confession of liability that has been entered into by the parties is attached
to this stipulation as Exhibit A and is incorporated by reference.

In consideration of the foregoing recitals, the parties stipulate and agree as follows:

CONFESSION OF LIABILITY

Carl Weissman & Sons, Inc. confesses liability for the injures suffered by John A. Hubbard and
agrees to sign a Confession of Liability for the matters set forth in Plaintiff's Fourth Amended
Complaint. A copy of Plaintiff's Fourth Amended Complaint is is attached as Exhibit B and by
reference incorporated.

ASSIGNMENT

Carl Weissman and Sons, Inc., for value received, hereby agrees to and does assign and setover
to John A. Hubbard, his heirs, personal representatives, administrators, successors and assigns, all
rights, claims, demands or causes of action it may have against The Home Insurance Company for
liability it has to John A. Hubbard through policy number GL-1 48 82 51. This assignment includes all

claims arising as a result of the matters to which Carl Weissman & Sons, Inc. has confessed liability, as well as any claims arising as a result of breach of contract, bad faith, violations of MCA § 33-18-242 or any other claim arising by reason of The Home Insurance Company's refusal to provide a legal defense to Carl Weissman & Sons, Inc. as required by its policy, as well as any claims arising as a result of The Home Insurance Company's refusal to provide liability coverage for the claims of John A. Hubbard. However, Carl Weissman & Sons, Inc. specifically retains any rights to coverage it may be entitled to under its policy for all covered losses which may arise or exist other than the claims made by John A. Hubbard for which Carl Weissman & Sons, Inc. has confessed liability.

COOPERATION

Carl Weissman & Sons, Inc. agrees to cooperate with John A. Hubbard, as requested, in all further litigation of this matter, including, but not limited to, providing affidavits, testifying by deposition or testifying at trial. Carl Weissman & Sons, Inc.'s promise of cooperation is procedural in nature, and this agreement only requires that it respond in a truthful manner to any issues that it is asked to address.

COVENANT NOT TO LEVY EXECUTION

In consideration of the confession of liability and assignment of rights made herein by Carl Weissman & Sons, Inc., as well as the payment of \$100.00 by Carl Weissman & Sons, Inc. to John A. Hubbard, as well as other good and valuable consideration, the receipt of which is hereby acknowledged, John A. Hubbard, on behalf of himself, his heirs, executors, and assigns, agrees that he will not individually, jointly or otherwise levy an execution on or in any manner seek at anytime to attach, encumber or otherwise seek to collect or enforce any judgment that he might receive in Cause No. BDV-90-067, or any part thereof, against the assets, property or income of Carl Weissman & Sons, Inc., National General Supply, Inc., Northwest Fence Products, Co., North Warehouse Distributors,

Inc., Three W's, Inc., Two Eighteen Corporation, Third Avenue Corporation, Steel Warehouse Corporation, Montana Compressed Steel Corporation, Maurice and Leonard Weissman, DBA: The Three W's, a partnership, Carl Weissman and Sons, Inc., DBA: Weissman Coces Store, Northwest Fence Erectors Company, Leonard B. Weissman, Maurice B. Weissman, Jerrold A. Weissman, as well as the officers, directors, stockholders, employees and agents of any of the aforementioned persons and/or entities.

Nothing in this covenant shall be construed as restricting in any matter John A. Hubbard's right to pursue an action to recover the amount due upon any judgment entered in this action against The Home Insurance Company based upon the assignment set forth herein.

RESERVATION OF RIGHTS

This Assignment, in particular John A. Hubbard's covenant not to levy or in any other manner seek to enforce any judgment entered in this action against all parties identified herein is not intended and shall not be construed to release The Home Insurance Company from liability to Carl Weissman & Sons, Inc. or from liability to John A. Hubbard as an assignee for the negligence, and/or intentional conduct as well as any other claim, including claims for breach of contract, bad faith and/or breach of the Unfair Claims Practices Act against The Home Insurance Company, or any other appropriate party.

AGREEMENT TO INDEMNIFY

In the event that The Home Insurance Company, or any other party against whom John A. Hubbard seeks to enforce the rights granted by this stipulation, should attempt to bring a claim arising out of policy number GL-1 48 82 51, or the defense or settlement of Cause No. BDV-90-067 against Carl Weissman & Sons, Inc., John A. Hubbard agrees and covenants that he will defend all such claims, and that he will indemnify and hold harmless Carl Weissman & Sons, Inc., as well as the other parties identified herein, subject to the right of John A. Hubbard to seek reimbursement from The

Home Insurance Company for any defense costs and any sums paid pursuant to this Indemnity and
Held Harmless Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seal on the day and year
first written above.

John A. Hubbard
JOHN A. HUBBARD

SUBSCRIBED AND SWORN TO before me this 17th day of November, 2000.

(NOTARIAL SEAL)

Joseph J. Buemmerle
NOTARY PUBLIC for the State of Montana
Residing at Chouteau County Montana
My commission expires: May 12, 2002

Approved by:

Randall O. Skorheim
RANDALL O. SKORHEIM

Michael R. Tramelli
MICHAEL R. TRAMELLI

CARL WEISSMAN & SONS, INC.

By *Scott A. Penman*
Its President

SUBSCRIBED AND SWORN TO before me this 13th day of November, 2000.

(NOTARIAL SEAL)

Robert B. Penning
NOTARY PUBLIC for the State of Montana
Residing at *Carl Falls*, Montana
My commission expires: *Nov 15, 2002*

Approved by:

Robert B. Penning
ROBERT B. PENNING

Robert B. Pfennigs
Brian L. Taylor
JARDINE, STEPHENSON, BLEWETT & WEAVER, P.C.
300 Central Avenue
Seventh Floor, U. S. Bank Building
P. O. Box 2269
Great Falls, MT 59403
Telephone: (406) 727-5000

Attorneys for Defendant

MONTANA EIGHTH JUDICIAL DISTRICT COURT, CASCADE COUNTY

JOHN A. HUBBARD,

Plaintiff,

v.

CAUSE NO. BDV-90-067

CARL WEISSMAN & SONS, INC.

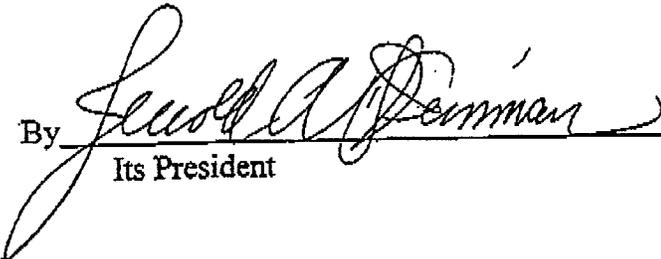
Defendant.

CONFESSION OF LIABILITY

COMES NOW the Defendant, Carl Weissman & Sons, Inc., (CWS) the Defendant in the above-captioned matter, and confesses its liability to Plaintiff John Hubbard for those claims made against it in Plaintiff's Fourth Amended Complaint.

DATED this 13th day of November, 2000.

CARL WEISSMAN & SONS, INC.

By 
Its President

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **CONFESSION OF LIABILITY** was served upon the person named below by mailing, hand-delivery, Federal Express, or by telecopying to him a true and correct copy of said document:

U.S. Mail

Federal Express

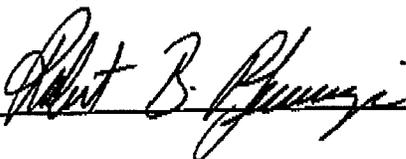
Hand-delivery

Fax

Michael R. Tramelli
Attorney at Law
201 Galleria Building
104 Second Street South
Great Falls MT 59401-3645

Randall O. Skorheim
121 4th Street North, #2G
P. O. Box 401
Great Falls, MT 59401-0401

DATED this 13th day of November, 2000.

By 

MONTANA EIGHTH JUDICIAL DISTRICT COURT, CASCADE COUNTY

JOHN A. HUBBARD,
Plaintiff,

vs.

CARL WEISSMAN & SONS INC.,
Defendant.

CAUSE NO.: BVD-90-067

JUDGEMENT AND ORDER

A confession of Liability was filed herein by the Defendant on November 13, 2000.

Based on the testimony and evidence submitted at a hearing on damages herein, the Defendant is hereby ordered to pay to the Plaintiff the sum of \$2,389,000.00 in damages in the above entitled matter.

Further, interest shall accrue at the statutory rate of 10% from the date of this judgement.

The Clerk shall enter this judgement forthwith.

DATED this 20 day of Dec., 2000.

MARGE JOHNSON

District Judge

cc: Randall O. Skorheim
Michael Tramelli
Robert Pfennigs